



FINANCIAL SERVICES  
FOR THE GREATER GOOD™

## DESIGNATION OF BENEFICIARY

### FOR:

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- Group Supplemental Retirement Annuities
- Supplemental Retirement Annuities
- Retirement Choice Plus
- Group Retirement Annuities
- Retirement Annuities
- Retirement Choice
- TIAA Stable Return Annuity
- After-Tax Retirement Annuities
- Savings & Investment Plan/Minimum Distribution Option (for Survivors Only)
- Rollover Individual Retirement Annuities
- Classic Individual Retirement Annuities
- Roth Individual Retirement Annuities
- Transfer Payout Annuities
- Keogh Plans

Your beneficiary(ies) will receive the value of the accumulation under your annuity(ies) as a death benefit if you die before you begin to receive retirement income. A beneficiary can be an individual, an institution, a trustee, or your estate. You should always name a beneficiary. You can guard against complications and help ensure faster payment of benefits by keeping your designation as simple as possible. The primary beneficiary (Class I) receives the benefits to be paid when you die. If no primary beneficiary (Class I) is living, the benefits go to the contingent beneficiary (Class II). If a class includes more than one person, the benefits are divided equally among the living beneficiaries of the class unless you specify otherwise. If none of the beneficiaries is living, the benefits go to your estate. This order of payment and division of benefits is provided for in the Additional Provisions section. Instructions for completing the *Designation of Beneficiary* are given in the margins. If all or part of your accumulation for which this designation applies is attributable to contributions made under a retirement plan or tax-deferred annuity plan covered by the Employee Retirement Income Security Act (ERISA) of 1974, or your institution has adopted an equivalent special spousal policy, and if you are married at your death, then your designation of beneficiary may be subject to your spouse's rights to receive a preretirement survivor death benefit, as explained

below. Although you may currently be exempt from ERISA requirements, please be aware that if you move to another institution through which premiums are remitted or you change your marital status, your future benefits may be subject to ERISA. TIAA-CREF annuity benefits are considered annuity benefits under retirement or tax-deferred annuity plans covered by ERISA. Therefore, they may be subject to this rule.

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### YOUR SPOUSE'S RIGHT TO ANNUITY DEATH BENEFITS

Federal pension law (ERISA) provides that: If you are married at the time of your death, your spouse is entitled to receive, as primary beneficiary, 50% of your qualified preretirement survivor annuity death benefits under a retirement or tax-deferred annuity plan covered by ERISA (or the required amount under your institution's spousal policy). If you name someone other than your spouse as primary beneficiary for more than 50% (or more than the required amount) of the benefits **AND** he or she has not consented to this primary beneficiary designation by completing a Spousal Waiver, then 50% (or more if the required amount is more than 50%) of those qualified preretirement survivor annuity death benefits will be payable to your spouse **regardless of your beneficiary designation in effect at the time of your death**. The remainder, if any, will be payable to your other named beneficiaries. Certain institutions, including some non-ERISA institutions, require that more than 50% of any qualified preretirement survivor annuity death benefit be paid to your spouse upon your death. If your designation does not satisfy your institution's policy, we will notify you when we confirm your designation change.

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### EXEMPTIONS FROM SPOUSAL RIGHTS TO SURVIVOR BENEFITS

You are not subject to ERISA spousal benefits rules described above and may designate whomever you wish as beneficiary, if: you are not married (this exemption also applies to non-ERISA contracts); **OR**, you are covered by a

retirement or tax-deferred annuity plan provided by a publicly supported institution (state colleges or universities are generally not included, though some state and other governmental plans have similar provisions) or certain churches; **OR**, your accumulations for which this designation applies are attributable to self-remitted, after-tax contributions, or solely to contributions made under a retirement plan or tax-deferred annuity plan prior to the August 23, 1984 effective date of the Retirement Equity Act, which amended ERISA to provide these spousal rights.

### **HOW TO WAIVE A PRERETIREMENT SURVIVOR DEATH BENEFIT**

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If you are married and want more than 50% of your benefits (or the required amount, if greater) to go to someone other than your spouse, you must be able to claim an exemption as explained above or have your spouse authorize the designation by completing the Spousal Waiver form. This

form must be signed by your spouse, and either notarized or verified by your plan representative. Under federal law, if you are under 35, you cannot complete a Spousal Waiver unless your plan provides otherwise. Even if your plan does allow you to complete a Spousal Waiver, you must complete *another* Spousal Waiver once you reach age 35. We will notify you at that time.

### **ONLINE BENEFICIARY CHANGES**

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Some beneficiary changes can be entered online. To view or change your beneficiary designation online, please visit our Web Center at [www.tiaa-cref.org](http://www.tiaa-cref.org) and log in to “Secure Access.”



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Charlotte, NC 28201-1268

## ADDITIONAL PROVISIONS

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**Note: For institution-owned annuities, “You” and “Your” refer to the employee.**

### EFFECTIVENESS

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This *Designation of Beneficiary* is effective for each annuity listed by number or by definition of all annuities as stated in the Annuities section. If the beneficiary designations are satisfactory by TIAA-CREF's standards and the designations are accepted by TIAA-CREF, the designations will be effective from the date the form was signed by the participant, but subject to any payment made or other action taken by TIAA-CREF before such acceptance.

### ORDER OF PAYMENT AND DIVISION OF BENEFITS

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**(a) Unless otherwise provided:** Payment at your death is to be made to a beneficiary if he or she is then living and if there is no beneficiary in a prior class living. If a class of beneficiaries contains more than one person, the benefits due the beneficiaries in such class at your death are to be apportioned in equal proportions to the then-living beneficiaries in the class.

**(b) If otherwise provided:** Payment at your death is to be made to a beneficiary if he or she is then living and if there is no beneficiary in a prior class living. If a class of beneficiaries contains more than one person, the benefits due the beneficiaries in such class at your death are to be apportioned in accordance with the proportions stated. If a beneficiary predeceases you, the proportion of the benefits that would have otherwise been apportioned to such deceased beneficiary shall instead be apportioned to the other beneficiaries who survive you. Unless otherwise provided, the portion of such deceased beneficiary's proportion of the benefits that shall be payable to each such surviving beneficiary shall be determined by dividing the deceased beneficiary's fraction of the total benefits by the sum of the fractions of the total benefits that all beneficiaries in the class who survive you are designated to receive.

**(c) Payment to children of a deceased child/Payment to children of a deceased beneficiary** By choosing one of these provisions, you may elect for TIAA-CREF to pay benefits to the children of a deceased child of yours (your grandchildren) or the children of any deceased beneficiary. You may add *one* of these provisions to your primary beneficiary designations, your contingent beneficiary designations, or both. If you do not select one of these provisions, the deceased beneficiary's benefits are reallocated among the surviving beneficiaries of a class, i.e., the surviving primary or contingent beneficiaries. The following examples illustrate how these provisions work.

**Provision: “Payment to the children of a deceased child of mine” provision applied to your contingent beneficiaries.**

Example: You name your spouse as primary beneficiary, and name your son and daughter as equal contingent beneficiaries. Your son and daughter each have two children. Your spouse and son both predecease you. Since your primary beneficiary is not alive, the benefits would be payable to your contingent beneficiaries. Upon your death, your daughter would receive 50% of the benefits and the 50% that would have been paid to your son would instead be split equally between his two children.

**Provision: “Payment to the children of a deceased beneficiary” provision applied to your primary beneficiary.**

Example: A friend, your sole primary beneficiary, predeceases you. He has three children. You name your brother and sister as contingent beneficiaries. Upon your death, the benefits that would have been paid to your friend would instead be split among his three children. Benefits pass to your brother and sister as contingent beneficiaries, only if your friend and all his children predecease you.



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**Provision: “Payment to the children of a deceased child of mine” provision applied to your primary beneficiaries.**

Example: You name your son, daughter and wife as primary beneficiaries. Your wife has two children from a former marriage. Your wife predeceases you. Upon your death, your wife’s 1/3 share would be split equally between the surviving beneficiaries – your two children. In addition, they each would be entitled to another 1/3 of the benefits. If either your son or daughter predeceases you, their children – your grandchildren – would be eligible for benefits. If you had selected the “Payment to the children of a deceased beneficiary” provision, then your wife’s 1/3 share would have been split between **her** surviving children.

(d) If all beneficiaries predecease you, all interest in the benefits will be payable to your estate, i.e., your duly appointed executor(s) or administrator(s).

(e) Payment at your death will be subject to your spouse’s rights, if any, to receive a preretirement survivor death benefit.

**LUMP-SUM PAYMENT OF BENEFITS**

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TIAA and CREF reserve the right to pay in a lump sum the benefits (a) if at the time of payment, a beneficiary is a corporation, association, partnership, executor, or administrator; (b) unless otherwise provided, if any periodic payment to be made to any beneficiary is less than the equivalent of \$25 per month, or \$10 per month if such amount is specified in the contract; or (c) if any beneficiary’s share to be applied under a method of settlement is less than \$5,000, or \$1,000 if such amount is specified in the annuity.

**IF A TESTAMENTARY OR AN INTER VIVOS TRUST IS DESIGNATED AS BENEFICIARY**

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(a) TIAA-CREF shall not be obliged to inquire into the terms of any will or of any trust affecting the annuity or its death benefits and shall not be charged with knowledge of terms thereof. (b) If benefits become payable to a testamentary

trustee and (i) the will is not presented for probate within 90 days following the date of your death; or (ii) the will has been presented for probate within the aforesaid 90 days and no qualified trustee makes claim for the benefits within nine months after your death; or (iii) if evidence is furnished and is satisfactory to TIAA-CREF within such nine-month period that no trustee can qualify to receive the benefits, payment shall be made to the successor beneficiary(ies) if any such beneficiary(ies) is (are) designated and survive(s) you; otherwise to your estate. (c) If benefits become payable to an inter vivos trustee and (i) the trust agreement is not in effect; or (ii) no trustee can qualify to receive the benefits; or (iii) the qualified trustee is not willing to accept the benefits, payments shall be made to the successor beneficiary(ies), if any such beneficiary(ies) is (are) designated and survive(s) you; otherwise to your estate. (d) Payment to, and receipt by, said trustee, said successor beneficiary(ies) or said estate, as provided for in (b) or (c) above, shall fully discharge TIAA-CREF for all liability to the extent of such payment. TIAA-CREF shall have no obligations as to the application of funds so paid and shall, in all dealings with said trustee or with said executors or administrators, including but not limited to any consent, release or waiver of interest, be fully protected against the claims or demands of any other person(s).

**PLEASE MAIL THIS FORM TO:**

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**TIAA-CREF, PO Box 1268, Charlotte, NC 28201-1268.**

Some beneficiary designations can be entered online. To view or change your beneficiary designation online, please visit our Web Center at [www.tiaa-cref.org](http://www.tiaa-cref.org) and log in to “Secure Access.” If you have questions, call us at **800 842-2776**, Monday to Friday from 8 a.m. to 10 p.m. and Saturday from 9 a.m. to 6 p.m. (ET).









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# DESIGNATION OF BENEFICIARY

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## PAYMENT TO CHILDREN OF A DECEASED CHILD/BENEFICIARY

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If you want either of these to apply, **PLEASE COMPLETE EITHER SECTION A OR B.** However, do not complete section A unless you have named a child as a beneficiary. If you don't select a class of beneficiaries, we will apply this provision to your primary beneficiary(ies).

See the "Order of Payments" section on page 3 for more information.

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 The "Payment to the children of a deceased beneficiary" provision allows for a deceased beneficiary's share of the benefits to be paid to that beneficiary's children. (This provision applies to anyone you name as a beneficiary.) Or, you can limit the provision so that it applies only to your children by choosing the "Payment to the children of a deceased child of mine." See the Additional Provisions section for more information.

**A. Payment to children of a deceased child of mine**

**Apply this designation to my (you may check one or both boxes):**

Primary beneficiary(ies) (Class I)

Contingent beneficiary(ies) (Class II)

**B. Payment to children of a deceased beneficiary of mine**

**Apply this designation to my (you may check one or both boxes):**

Primary beneficiary(ies) (Class I)

Contingent beneficiary(ies) (Class II)





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# DESIGNATION OF BENEFICIARY

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## YOUR AGREEMENT

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Please sign and date.

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I, the undersigned, agree that:

- All prior beneficiary designations and methods of payment requested for the annuities indicated on this *Designation of Beneficiary* will be revoked, and any benefits due by reason of my death will be payable to the beneficiary(ies) named on this form.
- I understand that this *Designation of Beneficiary* is subject to all of the terms and conditions of the annuities and the *Additional Provisions* section.
- I request that any provision that requires the annuities to be submitted for endorsement of this change be waived.
- I reserve the right to make further changes to my beneficiary designations. However, if I previously named an irrevocable beneficiary for any benefits, I will need to obtain a consent or release from the beneficiary before a change can be made.
- I understand that if I elect to have this designation apply to all my referenced annuity types, it will apply to those issued as of the date this form is accepted by TIAA-CREF.
- I understand that if any or all of my accumulation for which this designation applies is attributable to contributions under a retirement or tax-deferred annuity plan subject to the Employee Retirement Income Security Act (ERISA) of 1974, as amended, and I have been credited with an hour of service or paid leave under the plan after August 22, 1984, or as provided for by the terms of my non-ERISA-governed retirement plan, then my right to exclude naming my spouse as a primary beneficiary for at least 50% of these death benefits (or the required amount, if greater) is subject to my spouse's consent.



Your Signature

 /  / 

Today's Date (mm/dd/yyyy)



# DESIGNATION OF BENEFICIARY

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Complete only one of the following three sections. Only one is applicable.

## EXEMPTION FROM SPOUSAL RIGHTS TO SURVIVOR BENEFITS

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Check the box and skip the Spouse's Waiver section if you are exempt as described on the cover page.

  I am exempt from federal spousal rights to survivor benefits requirements.

## UNMARRIED DETERMINATION

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Check the box if you are not married.

  I am not married.

## SPOUSE'S WAIVER

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If you named your spouse as a primary beneficiary for at least 50% (or the required amount, if greater) of the survivor benefits for the annuities indicated on this form, or you completed **Exemption from Spousal Rights to Survivor Benefits** or **Unmarried Determination**, skip this section. Otherwise, your spouse must read and sign this section. Your spouse's signature must be witnessed by either your employer's plan representative **OR** a notary public, and the date of your spouse's signature on this waiver must be the same as, or later than, the date of your signature in the **Your Agreement** section. Your spouse signs where indicated **AND** your Employer's Plan Representative signs where also indicated **OR** After your spouse has signed, the notary public completes the appropriate section to notarize your spouse's signature.

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Under federal law, or the terms of your spouse's non-ERISA-governed retirement plan, if your spouse (the annuity owner) dies before you, you may have the right to receive a qualified preretirement survivor death benefit of at least 50% (or the required amount, if greater) of the amount in the annuity(ies) indicated on this form that is (are) subject to the Employee Retirement Income Security Act of 1974 (ERISA), or the terms of your spouse's non-ERISA-governed retirement plan. In order for your spouse to name someone other than you as primary beneficiary for more than 50% (or the required amount, if greater) of the amount in the annuity(ies) covered by ERISA, or under the terms of your spouse's non-ERISA-governed retirement plan, you must provide your written consent to your spouse's "waiver" of your right to this qualified preretirement survivor death benefit.

If you consent to the waiver of your rights and your spouse (the annuity owner) should predecease you, you will not be entitled to a qualified preretirement survivor death benefit (prior to the time annuity income payments begin). Instead, benefits will be paid to the designated beneficiary(ies) listed on this form in accordance with the provisions of the annuity(ies) indicated on the *Designation of Beneficiary*.

*continued on next page*



# DESIGNATION OF BENEFICIARY

## SPOUSE'S WAIVER CONTINUED

I understand and agree that I am giving up my right to receive qualified preretirement survivor death benefits from the TIAA-CREF annuity(ies) indicated on this *Designation of Beneficiary*, which are covered under ERISA, or the terms of my spouse's non-ERISA-governed retirement plan. I release TIAA and CREF from all liability for making payment based on this authorization.



Spouse's Signature

 /  / 

Today's Date (mm/dd/yyyy)

Name of Institution

Signature of Employer's Plan Representative

 /  / 

Today's Date (mm/dd/yyyy)

## Spouse's Signature Witnessed by Notary Public

State of \_\_\_\_\_ )

:ss

County of \_\_\_\_\_ )

On (date) \_\_\_\_\_, before me personally appeared, to me known and

known to me to be the individual who signed the above spousal consent and acknowledged to me that he/she signed the consent.

Notary Public\*

\*Notary public must include notarial number and the date appointment expires with signature (include notarial seal if outside New York State).