



RETIREMENT PLAN SERVICES

# Loan Request

## Important information about this form

- As the participant, you complete Sections 1, 2 and 3 of this form and return it to your Plan Representative.
- As the Plan Representative, you review Sections 1 - 3, and complete Sections 4 - 8 of this form.
- Your plan may require you to provide supporting documents or additional information before your request can be processed.

## 1 General Information

**The Trustee of** \_\_\_\_\_ **Plan (the "Plan")** \_\_\_\_\_

Contractholder Name \_\_\_\_\_ Contract Number \_\_\_\_\_

Participant Name (Last Name, First Name, Initial) \_\_\_\_\_ Participant Social Security Number \_\_\_\_\_

Participant Address - Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

## 2 Payment Instructions to Participant Directly

### Electronic Fund Transfer

- Direct Deposit - Payment directly to me, my personal bank account is  Checking **OR**  Savings (Allow 2-3 business days)
- OR**
- Wire - Verify with receiving bank if they accept wires and/or charge a fee (Allow 1-2 business days)

**To** \_\_\_\_\_ **OR** \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank ABA/Routing (9 digits) \_\_\_\_\_ Bank Account No. \_\_\_\_\_

**Check** (Allow 7-10 business days for regular mail delivery.)

## 3 Participant Signature

For participants under a contract issued by John Hancock Life Insurance Company of New York, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claims for each such violation. For all other states, civil penalties may apply.

Signature of Participant \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

## TYPE OF LOAN - Complete Section 4 or 5 (not both)

### 4 New Loan Request

Total Amount of Loan \$ \_\_\_\_\_ Loan Maturity Date \_\_\_\_\_ Loan Interest Rate \_\_\_\_\_ %

Month Day Year

Loan Type  General Purpose  Hardship  Purchase of Primary Residence

### 5 Refinance Existing Loan Request

Amount of Increase to Existing Loan \$ \_\_\_\_\_ Existing Loan No(s). \_\_\_\_\_

Your amortization schedule should equal the amount of increase to existing loan plus the existing loan amount.

Loan Maturity Date \_\_\_\_\_ Loan Interest Rate \_\_\_\_\_ %

Month Day Year

## 6 Loan Withdrawal Order - Optional

John Hancock Retirement Plan Services' Standard Loan Withdrawal Order will be used unless completed below.

The total amount listed in this section must equal the **Total Amount of Loan** indicated in Section 4 **OR** the **Amount of Increase to Existing Loan** in Section 5.

Money Types to be used.

Amount	Money Type (Mandatory)
\$	
\$	
\$	

## 7 Third Party Administrator (TPA) Loan Issue Fee

A standing loan fee established by the Trustee may apply if this section is blank. Indicate a specified amount if you wish to override the standing loan fee. If the Waive Fee option is selected, no fee will be applied, including the standing loan fee. The fee will be deducted from the Participant's account after the loan amount has been removed using John Hancock Retirement Plan Services' standard protocol and will be paid to the TPA currently on record with John Hancock Retirement Plan Services. John Hancock Retirement Plan Services is not responsible for any uncollected fee amounts as a result of insufficient funds. These shortages will be reported on the transaction and summary confirmations.

Waive Fee **OR**  Loan Issue Fee \$ \_\_\_\_\_ will be applied.

## 8 Authorized Plan Representative Signature

I hereby certify that the requested loan is not a taxable or a deemed distribution under the Internal Revenue Code, and that the loan complies with the plan document and all pertinent laws. I certify also that spousal consent (as required by Internal Revenue Code Section 417), if applicable, has been properly obtained and that the loan is not a prohibited transaction as defined in the Internal Revenue Code Section 4975 or under the Employee Retirement Income Security Act.

I hereby direct John Hancock Retirement Plan Services to pay to the Third Party Administrator currently on record the above referenced fee (if applicable). I understand that this fee will be deducted from the participant's account balance at the time of the distribution using standard withdrawal protocol, and will be held in the general business account of John Hancock Retirement Plan Services until

paid to the Third Party Administrator. I hereby represent that this fee is in accordance with the fee schedule that has been approved by the plan's trustee or named fiduciary as reasonable and authorized under the terms of the plan.

On behalf of the Plan sponsor, the Plan and its related trust, and the Plan Trustee or named Fiduciary, I further agree to indemnify and hold harmless John Hancock Retirement Plan Services, its employees, agents, directors, and officers from any liability, penalties, and taxes that may be incurred as a result of the requested distribution giving rise to one or more prohibited transactions or for implementing requests (including, if applicable, a direct rollover request) based solely on the instructions provided on this form, or if any of the certifications provided on this form are incorrect.

Signature of Authorized Plan Representative \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

## Important Information about Loans

- It is the responsibility of the plan administrator to ensure that:
  - participant loan qualification requirements are met (according to the plan document);
  - each granted loan meets the tax law requirements and is not treated as a distribution;
  - if the participant named above has more than one outstanding loan or the loan requested on this form is used to refinance an outstanding loan, the loans collectively, as well as each of the prior loan and the additional loan, meet the applicable tax law requirements and are not treated as distributions under the participant's plan;
  - any restriction that the plan may have on the number of outstanding loans that a participant may have at any one time is complied with;
  - each plan loan is not a prohibited transaction;
  - John Hancock Retirement Plan Services will be notified if and when a loan is deemed to be a distribution for tax purposes.  
John Hancock Retirement Plan Services is not responsible for preparing and filing any tax reporting until and unless such notification has been provided by the plan administrator, and if such service is available under your contract.
- When John Hancock Retirement Plan Services receives a payment, we will reduce the Loan Account balance by the amount of the repayment. Loan repayments will be applied first to interest owing on the loan, and then to the principal. All loan repayments must be remitted through your plan trustee. Please do not send personal checks directly to John Hancock Retirement Plan Services.
- This loan request does not constitute a promissory note or loan agreement.