

# Durable Power of Attorney—Annuities New York

This form should be used only by residents of New York who wish to grant or modify the power of a third party (your agent or “Attorney-in-Fact”) to act on your behalf on one or more Fidelity annuity contracts. Type on screen or print out and fill in. For best results, use CAPITAL letters and black ink. Need more room for information or signatures? Use a copy of the relevant page.

**CAUTION TO THE PRINCIPAL:** Your Power of Attorney is an important document. As the “principal,” you give the person whom you choose (your “agent”) authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest.

“Important Information for the Agent” in Section 6 of this document describes your agent’s responsibilities. Your agent can act on your behalf only after signing the Power of Attorney before a notary public. You can request information from your agent at any time. If you are revoking a prior Power of Attorney (section 5), you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly. Your agent cannot make health care decisions for you. You may execute a “Health Care Proxy” to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.senate.state.ny.us](http://www.senate.state.ny.us) or [www.assembly.state.ny.us](http://www.assembly.state.ny.us).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

## Helpful to Know

- **For MetLife Growth and Income<sup>SM</sup> annuities (contract begins with “8”),** instead of this form, please complete the *Certification of Attorney-in-Fact—Brighthouse Growth and Income<sup>SM</sup> Annuity and MetLife Growth and Income<sup>SM</sup> Annuity* form.
- **This is a very important legal document.** It gives another person control over your contracts listed in Section 2 and direct access to your money. The person will have the power to buy, sell, transfer, and dispose of any assets in the contracts you identify here, including assets you may acquire in the future. **Review it carefully with a trusted legal professional before you sign it.**
- This is a durable power of attorney (POA), meaning it remains in effect regardless of your physical or mental health — even if you become incompetent and can no longer make your own decisions or manage your own affairs. From the moment you sign this form, your Attorney-in-Fact will have the powers granted by this form until we receive written notice revoking those powers.
- You have the right to modify or revoke this POA. To do so, submit a new POA form. Should you be declared incompetent, you lose the option of modifying or revoking this POA.

Helpful to Know continues on next page. ►►



- You must complete Sections 1–5 and 8 yourself, and your Attorney-in-Fact must complete Sections 6 and 7. **You BOTH must sign and date this form within 90 days of receipt by Fidelity in the presence of a notary public.**
- This form cannot be used to add an individual who will be paid for the investment management of the account(s).
- This form appoints an Attorney-in-Fact for one person. Joint contract owners or other individuals must complete a separate form.
- **Important to note:** Once your Attorney-in-Fact is added, there will be a 30-day restriction on making withdrawals that total more than \$10,000 from the account, but exceptions can be made in certain situations. Please contact a Fidelity representative for more information.

**Trust Accounts**

- You must also provide your initials in Section 3, Optional Powers, to indicate that you are delegating your fiduciary powers in connection with a trust.

**1. Contract Owner**

Phone numbers are for questions about this request only; they will not update your Fidelity contact information.

First Name	Middle Name	Last Name
Evening Phone	Daytime Phone	Extension

**2. Contract(s) Included**

Contract Number	Contract Number	Contract Number
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**3. Powers to Be Granted**

Powers granted by the contract owner identified in Section 1.

**Standard Powers**

By completing this form, you grant all these powers to the Attorney-in-Fact identified in Section 6.

INITIAL

Account Owner Initials
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- **Exchange, transfer, or remove money from your contract (to the extent allowed by your contract)** Exchange the contract for another one; make exchanges among investment options; cancel, pledge, or assign the contract to new owners; make partial or full withdrawals (surrenders); convert to an income stream (annuitization); distribute assets to any party, including your Attorney-in-Fact.
- **Change who receives contract benefits** Add, remove, or replace beneficiaries (including the Attorney-in-Fact him/herself), make assignments (change who receives income or certain other benefits).
- **Get contract information** Request and receive information about the contract’s cash surrender value, withdrawal value, and death benefit.
- **Answer for tax matters** Make, execute, present, modify, and exercise any certification (including, without limitation, IRS Forms W-8 and W-9 and any substitutes for or successors to those forms) or election available or required under federal, state, local, or foreign tax law related to the contract(s) to the extent permitted by the applicable taxing authority.
- **Change addresses** Change the legal or mailing address on the contracts.

**Powers to Be Granted continues on next page. ▶▶**





### Optional Powers

The Attorney-in-Fact identified in Section 6 will only be granted this power if you write your initials next to the appropriate option.

Required for trust accounts. ▶

Account Owner Initials

#### Delegate fiduciary powers in connection with a trust

Exercise the aforementioned "Standard Powers" in connection with such trust.

### 4. Duplicate Materials

Check ONLY one.

- Send copies of account statements, transaction confirmations, and related prospectuses to your Attorney-in-Fact. *Materials will be sent by U.S. mail.*
- Do NOT send copies of account statements, transaction confirmations, and related prospectuses to your Attorney-in-Fact. ▶ *Default if no choice is indicated.*

### 5. Remove the Existing Attorney(s)-in-Fact

Complete this section ONLY if you want to remove any or all your existing Attorney(s)-in-Fact from your contract(s). If you do not want to make any changes to your existing Attorney(s)-in-Fact, skip to Section 6. If you are not appointing a new Attorney-in-Fact with this form, skip to section 8, and no notary is required.

- Remove ALL existing Attorney(s)-in-Fact.
- Remove ONLY the following Attorney(s)-in-Fact.

Name(s)

### 6. Add an Attorney-in-Fact

Sections 6 and 7 must be completed by the Attorney-in-Fact. Individuals who are being paid for their investment management of the account(s) are not permitted.

IMPORTANT INFORMATION FOR THE AGENT: When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

(1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest; (2) avoid conflicts that would impair your ability to act in the principal's best interest; (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law; (4) keep a record of all receipts, payments, and transactions conducted for the principal; and (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your signature) as Agent, or (Your signature) as Agent for (Principal's Name).

Add an Attorney-in-Fact continues on next page. ▶▶





You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice. Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

*Provide your full legal name.*

First Name	Middle Name	Last Name	
Social Security or Taxpayer ID Number		Date of Birth MM DD YYYY	Email
Mobile Phone		Secondary Phone	

### Residential Address (where you live)

*Cannot be a PO Box, Mail Drop, or c/o.*

Address			
City	State/Province	Zip/Postal Code	Country

### Mailing Address

Same as residential address

Address			
City	State/Province	Zip/Postal Code	Country

Form continues on next page. ►►



## 7. Attorney-in-Fact Signature and Date *Named Attorney-in-Fact must sign and date this section within 90 days of receipt by Fidelity in the presence of a notary public.*

In this Section 7, "You," "you," and "your" refer to the Attorney-in-Fact.

By signing below, you:

- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form, as well as, terms of the annuity contract and any applicable state notices.
- Affirm that you are the Attorney-in-Fact named in Section 6.
- Accept appointment as Attorney-in-Fact for the owner identified in Section 1, according to all terms and conditions described in this form.
- Agree that any information given on this Durable Power of Attorney is subject to verification. You authorize Fidelity Investments Life Insurance Company and/or Empire Fidelity Investments Life Insurance Company and their agents, affiliates, assigns, control persons, employees, successor custodians, officers and directors (collectively, "Fidelity") to act on all instructions given on this form, to obtain a credit or other financial responsibility report on yourself and upon written request, to provide the name and address of the credit reporting agency used.
- Affirm that the contract owner is not deceased, has not partially or totally revoked, suspended, or terminated the authority delegated and that there is no petition pending to determine the incapacity or to appoint a guardian for the contract owner.
- Agree not to issue or relay any instructions that you believe to be inconsistent with your powers or responsibilities as Attorney-in-Fact.
- Agree to avoid conflicts that would impair your ability to act in the contract owner's best interest.
- Agree to keep the contract owner's property separate from any assets you own or control, unless otherwise permitted by law.
- Agree to keep a record of all receipts, payments, and transactions conducted for the contract owner.
- Agree to identify yourself as Attorney-in-Fact when signing documents on behalf of the contract owner, using either of these accepted forms: "[contract owner name] by [your signature] as Agent," or "[your signature] as Agent for [contract owner name]."
- Indemnify and hold harmless Fidelity from and against any and all losses, liabilities, claims, and costs (including reasonable attorneys' fees) resulting from transactions made in accordance with your instructions.
- Agree that Fidelity may restrict or suspend your ability to remove money from the contracts listed in Section 2.
- Agree to serve as Attorney-in-Fact, and acknowledge that this POA remains in full force and effect, until Fidelity has received what it considers to be satisfactory written notice of either the contract owner's death or your removal or resignation as Attorney-in-Fact. Written notice to the contract owner and to any co-agent, successor agent, or the contract owner's guardian (if one has been appointed), will ordinarily constitute satisfactory notice of resignation.
- Agree to cease acting as Attorney-in-Fact if you know, or have reason to know, that your capacity to act as Attorney-in-Fact has been limited or terminated for any reason.
- Understand that in the event of any conflict between instructions given by a contract owner and an Attorney-in-Fact, Fidelity may restrict the contract until it has received joint written instructions that it finds satisfactory.
- Certify that you will not be paid for the investment management related to the contract(s).

**Attorney-in-Fact Signature and Date continues on next page. ►►**

This durable POA shall be governed by New York law, except with respect to its conflict of laws provisions.

Sign ONLY in the presence of a notary public.

PRINT ATTORNEY-IN-FACT NAME		Initial here to confirm that you will not be paid for the investment management of the contract(s).
ATTORNEY-IN-FACT SIGNATURE	DATE MM/DD/YYYY	Required ► Attorney-in-Fact Initials
SIGN X	X	

**Certificate of Acknowledgement of Notary Public** *Must be a U.S. notary. Foreign notary or consular seals may NOT be substituted.* State of \_\_\_\_\_, in the County of \_\_\_\_\_, subscribed and sworn to before me by the above-named Attorney-in-Fact who is personally known to me or who has produced \_\_\_\_\_ as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on \_\_\_/\_\_\_/\_\_\_.

PRINT NOTARY NAME		NOTARY SEAL / STAMP
NOTARY SIGNATURE	DATE MM/DD/YYYY	
SIGN X	X	

My commission expires \_\_\_/\_\_\_/\_\_\_.

**8. Contract Owner Signature and Date** *Contract Owner must sign and date this section within 90 days of receipt at Fidelity. If appointing a new Attorney-in-Fact, the owner must sign and date this form in the presence of a notary public and two witnesses.*

By signing below, you:

- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form and any applicable state notices.
- Authorize Fidelity Investments Life Insurance Company and/or Empire Fidelity Life Insurance Company and their agents, affiliates, assigns, control persons, employees, successor custodians, officers and directors (collectively, "Fidelity") to act on all instructions given on this form.
- Affirm that you appoint the individual identified in Section 6 as your agent and

- Attorney-in-Fact, granting all powers identified in Section 3 with respect to all contracts identified in Section 2, including any powers specifically granted by you by writing your initials next to them.
- Warrant and represent that if you have delegated to your Attorney-in-Fact the authority to exercise fiduciary powers in connection with a trust in Section 3, that you are permitted as the trustee under the governing trust instrument to hire agents and delegate all authority as outlined herein.

Contract Owner Signature and Date continues on next page. ►►



- Ratify and confirm all instructions given by your Attorney-in-Fact to the extent permitted by this form and any applicable contract agreements.
  - Certify that you are the registered owner of the contract(s) identified in Section 2, and that all information you provided is correct.
  - Acknowledge that Fidelity has not offered you any tax or legal advice (including advice as to whether this agreement satisfies the laws of your state), and affirm that you have consulted with your attorney prior to executing this form about any aspects of this form that you did not understand.
  - Acknowledge that Fidelity has no duty to, and does not, monitor the activities of your Attorney-in-Fact.
  - Authorize Fidelity to send duplicate statements to your Attorney-in-Fact if indicated in Section 4.
  - Certify that you are not adding an individual who will be paid for his or her investment management of the contract(s).
  - Agree to be responsible for all costs and obligations incurred in connection with the contracts identified in Section 2 by your Attorney-in-Fact, including any costs and obligations that remain unpaid at the time an Attorney-in-Fact ceases to serve in that capacity for any reason.
  - Indemnify and hold Fidelity harmless from and against any and all losses, liabilities, claims, and costs (including reasonable attorney fees) that are in any way connected with your instructions or with any action or instruction of your Attorney-in-Fact, even if your Attorney-in-Fact's authorization has been terminated but Fidelity has not yet received notice of the termination. (The indemnifications in this bullet are in addition to, and do not limit, any rights that Fidelity may have under any other agreement with you.)
  - Agree that to induce any third party (collectively, "Third Parties") to act, any such Third Parties receiving a duly executed copy or facsimile of this POA may act upon it, and that revocation or termination hereof shall be ineffective as to Third Parties, unless and until actual written notice of such revocation or termination shall have been received by such Third Parties.
  - Agree that this form is in addition to (and in no way limits or restricts) any and all rights which Fidelity may have under any other agreement or agreements between Fidelity and you, and shall inure and continue in favor of Fidelity, its successors (by merger, consolidation, or otherwise) and assigns.
  - Affirm that you understand that your Attorney-in-Fact may be entitled to receive compensation out of your accounts for services performed.
- Accounts with multiple Attorneys-in-Fact*
- Authorize each Attorney-in-Fact to act alone (severally) and without the consent of any other Attorney-in-Fact, with respect to each power granted in this form.
  - Notwithstanding the previous bullet, acknowledge that Fidelity may freeze all activity on your contract(s) if Fidelity receives conflicting or inconsistent instructions. Your contract(s) will remain frozen until the conflict is resolved by either a) written instructions from you, b) joint written instructions from all Attorneys-in-Fact, or c) a court order instructing Fidelity how to proceed.

**Contract Owner Signature and Date continues on next page. ►►**





This durable POA shall be governed by New York law, except with respect to its conflict of laws provisions.

Sign ONLY in the presence of a notary public.

PRINT OWNER NAME	
OWNER SIGNATURE	DATE MM/DD/YYYY
SIGN X	X

**Certificate of Acknowledgement of Notary Public** *Must be a U.S. notary. Foreign notary or consular seals may NOT be substituted.* State of \_\_\_\_\_, in the County of \_\_\_\_\_, subscribed and sworn to before me by the above-named contract owner who is personally known to me or who has produced \_\_\_\_\_ as identification, that the foregoing statements were true and accurate and made of his/her own free act and deed, on \_\_\_/\_\_\_/\_\_\_.

PRINT NOTARY NAME	
NOTARY SIGNATURE	DATE MM/DD/YYYY
SIGN X	X

NOTARY SEAL / STAMP

My commission expires \_\_\_/\_\_\_/\_\_\_.

**SIGNATURE OF WITNESSES:** By signing as a witness, I acknowledge that the Account Owner signed the Power of Attorney in my presence and in the presence of the other witness, or that the Account Owner acknowledged to me that the Account Owner's signature was affixed by him or her or at his or her direction. I also acknowledge that the Account Owner has stated that this Power of Attorney reflects their wishes and that they have signed it voluntarily. I am not named herein as an agent or as a permissible recipient of gifts.

PRINT WITNESS NAME
WITNESS ADDRESS
WITNESS SIGNATURE
SIGN X

PRINT WITNESS NAME
WITNESS ADDRESS
WITNESS SIGNATURE
SIGN X







**Did you sign the form and attach any necessary documents?**

Send the ENTIRE form and any attachments to Fidelity Investments.

**Questions?** Go to [Fidelity.com/poa](https://www.fidelity.com/poa) or call 800-634-9361.

**Regular mail**

Annuity Service Center  
PO Box 770001  
Cincinnati, OH 45277-0051

**Overnight mail**

Fidelity Investments  
100 Crosby Parkway, KC2Q  
Covington, KY 41015

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