



Home Office:
1979 Marcus Ave, Ste 210
Lake Success, NY 11042
516-622-2265

Administrative Office:
P.O. Box 71157
Des Moines, IA 50325-0157
1-866-233-6660
Fax 515-221-0490

Annuity Application

American Equity Investment Life Insurance Company of New York
Administrative Office - 6000 Westown Parkway
West Des Moines, IA 50266, 1-866-233-6660

ANNUITANT

Name _____ Sex _____
Birthdate ___/___/___ Soc. Sec. No. _____
Address _____
City _____ State _____ Zip _____

JOINT ANNUITANT

Name _____ Sex _____
Birthdate ___/___/___ Soc. Sec. No. _____
Address _____
City _____ State _____ Zip _____

OWNER (if other than annuitant)

Name _____ Sex _____
Birthdate ___/___/___ SSN# or Tax ID# _____
Address _____
City _____ State _____ Zip _____

JOINT OWNER

Name _____ Sex _____
Birth date ___/___/___ SSN# or Tax ID# _____
Address _____
City _____ State _____ Zip _____

OWNER'S BENEFICIARY - Annuitant, unless otherwise stated

_____ Relationship: _____

ANNUITANT'S BENEFICIARY

Primary: _____ Relationship to Annuitant: _____
Contingent: _____ Relationship to Annuitant: _____

- Contract form: _____
Settlement option (Immediate annuity only): _____
- Tax status: Non-Qualified
 Roth IRA IRA Sec. 401(k)
 SEP/IRA Sec. 457 Sec. 403(b)
 Simple IRA H.R. 10 Corp Pension/Profit Sharing
- Will this annuity replace any existing insurance or annuities in this or any other company?
 Yes No (If Yes, complete replacement forms.)
Name of Company: _____
- Premium submitted with application: \$ _____
Is this a rollover? (Qualified plans only) Yes No

- Will initial premium be a 1035 Exchange, or Direct Transfer?
 Yes No
If Yes, from what company? _____
Anticipated amount: \$ _____
- Planned Premium Payments (Flexible contracts only):
Amount: \$ _____
Mode
 Monthly Semi-annual
 Quarterly Annual
 ABC* (Automatic Bank Check)
* Form 4067 required.

Do you have any reason to believe that replacement of existing insurance may be involved? Yes No
If "Yes" give details: _____

To the best of my knowledge and belief, the statements above are true and complete.

Signed at _____
City/State _____

on _____
Date _____

Agent's Name/Number (Please Print) _____

Agent's E-mail Address _____

Agent's Signature/Phone Number _____

Resident Agent's Countersignature/Phone Number
(where required) _____

Owner's Signature/Phone Number _____

Joint Owner's Signature/Phone Number _____



NOTE: Make all Checks payable to American Equity Investment Life Insurance Company of New York
See DOMA Disclosure on back

DOMA DISCLOSURE

Pursuant to Section 3 of the federal Defense of Marriage Act ("DOMA"), same-sex marriages currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue Code sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse. Same-sex spouses who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract or certificate accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses remain entitled to such rights or benefits to the same extent as any annuity holder's spouse.



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PRODUCER COMPENSATION DISCLOSURE STATEMENT

(ADMINISTRATIVE OFFICE COPY - SUBMIT WITH APPLICATION)

Annuitant(s) Name: _____
PRINT

Owner(s) Name: _____
PRINT

Product: _____

The following disclosure is provided pursuant to New York State Insurance Regulation No. 194 (11 NYCRR 30.1 et seq.)

_____, is an insurance producer licensed by the
PRODUCER NAME PRINT

State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation is paid to the producer based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and, if applicable, compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

I (We) have read and understand the information contained in this disclosure:

Purchaser Signature(s) Date: _____

Agent Signature Date: _____





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(CLIENT COPY)

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PRINT

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The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and, if applicable, compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

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Purchaser Signature(s) _____ Date: _____

Agent Signature _____ Date: _____





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SUITABILITY ACKNOWLEDGEMENT

THE COMPLETION OF THIS SUITABILITY ACKNOWLEDGMENT FORM IS MANDATORY.

This form will assist you and your agent to determine if the American Equity of New York annuity being applied for meets your particular financial situation and long term goals. The use of this form is to comply with Insurance Department of New York Regulation No. 187 11NYCRR224 Suitability in Annuity Transactions.

This form must be completed in its entirety by the owner, signed and dated and submitted with the policy application.

Personal Information

Owner/Applicant Name:	Joint Owner/Applicant Name
Age: Phone Number:	Age: Phone Number:
Owner/Applicant Occupation (If retired list former occupation):	Joint Owner/Applicant Occupation (Former if retired):
Are you still working? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Retired	Are you still working? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Retired
Do you reside in a nursing home or assisted living facility? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you reside in a nursing home or assisted living facility? <input type="checkbox"/> Yes <input type="checkbox"/> No
Owner Verification U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No	Owner Verification U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Government Issued Photo:	Type of Government Issued Photo:
ID Number:	ID Number:
State of Issue: Exp. Date:	State of Issue: Exp. Date:

If Owner and Annuitant are different please describe the relationship:

NOTE: TRUSTS PLEASE PROVIDE TRUST DOCUMENTS AND CORPORATIONS PLEASE PROVIDE ARTICLES OF INCORPORATION.

Annuity Product Name:	Total Premium Amount:
Annuity Type: <input type="checkbox"/> Qualified <input type="checkbox"/> Non-Qualified <input type="checkbox"/> Roth IRA	

Financial Information

1. Total Household Net Worth*

INITIALS Net worth = Total Assets less debts /liabilities \$ _____
(Excluding Primary Residence, automobile, and personal property)

PLEASE NOTE: IF TOTAL PREMIUM EXCEEDS 50% OF THE STATED NET WORTH, PLEASE COMPLETE THE FINANCIAL INVENTORY FORM (#4108-NY)

2. Approximate Gross Annual Income

INITIALS \$0 to \$19,999 \$20,000 to \$39,999
 \$40,000 to \$59,999 \$60,000 to \$79,999
 \$80,000 to \$250,000 \$250,000+

*Household means the owner and spouse/domestic partner, if spouse/domestic partner is a member of the owner's household and they are residing together as if a family.



3. Liquidity

A. Did your agent discuss the ways to access your money in this annuity? Yes No

B. Did your agent explain that withdrawals taken in excess of the penalty free withdrawal amount during the contract period will incur a penalty? Yes No

C. When do you anticipate taking your first distribution from this annuity? Less then 1 Year 1-5 Years
 6-9 Years 10+ Years
 Non Anticipated

D. How do you plan to access the money in the annuity contract? Penalty-Free Withdrawal
 Annuitization
 Required Minimum Distribution
 Lump Sum No current plans to Access

INITIALS

E. Do you have sufficient liquid assets in addition to the money you are using to purchase the American Equity of New York annuity for unforeseen events or emergencies? Yes No

F. If you indicated YES above please provide the approximate amount of liquid assets you have. (checking, money market, mutual funds, CD's, stocks & bonds) \$ _____
DO NOT INCLUDE FUNDS USED TO PURCHASE THIS ANNUITY

4. Federal Income Tax Bracket: 0% 10% 15% 25% 28%
 33% 35% Other _____

INITIALS

5. Sources of Income: (check all that apply) Current Wages Investment Income
 Plan/ IRA Social Security
 Other _____

A. Does your monthly income exceed your monthly living expenses? Yes No
If no, explain how you cover these expenses? _____

B. Do you anticipate a change in your future income during the surrender charge period? Yes No
(For example, do you expect a reduction in income caused by retirement or pension)
If yes, please explain: _____

C. Do you anticipate a change in your future expenses during the surrender charge period? Yes No
(For example do you expect an increase in expenses such as housing, medical, nursing home, assisted living or travel expenses?)
If yes, please explain: _____

6. Financial Objectives in purchasing this product: (check all that apply) Preservation of Principal
 Probate Avoidance
 Potential Growth followed by income
 Income Tax Deferral
 Minimum Guaranteed Interest Rate
 Provide Lifetime Income
 Pass on to Beneficiaries

How long do you plan to keep this annuity? 1-5 Years 6-9 Years 10+Years

7. Please indicate if you currently own or have owned or have experience in purchasing or maintaining any of the following:

- Stocks/ Bonds/ Mutual Funds
- Variable Annuities
- Certificates of Deposit
- Fixed Annuities / Indexed Annuities
- Real Estate

Do you currently own any other annuities in deferral or are you in the process of purchasing another annuity at another company? If yes, please give the amount:

\$ _____

8. What is your general risk tolerance? (check one)

- Conservative** (Cautious—does not like to take on any risk or minimal risk.)
- Moderate** (Comfortable with exposing some assets to volatility)
- Aggressive** (Attempt to achieve maximum returns—takes on additional risk)

9. What is your risk tolerance for this annuity purchase? (check one)

- Conservative** (Cautious—does not like to take on any risk or minimal risk.)
- Moderate** (Comfortable with exposing some assets to volatility)
- Aggressive** (Attempt to achieve maximum returns—takes on additional risk)

10. Source of funds to purchase this annuity: (Check all that apply)

- Reverse Mortgage/ Home Equity /Refinance
- Savings CD's Retirement Plan
- Variable Annuity Fixed /Indexed Annuity
- Life Insurance Death Proceeds
- Inherited IRA 401K Rollover
- Stocks/ Bonds/ Mutual Funds

11. Are you using funds from a home equity transaction to fund this?

- Yes No

12. Are you using funds from an existing life insurance policy or annuity contract to fund this? If YES, complete the following and tell us why: _____

- Yes No

Replacement Information

Replacement Company / Contract Number	What Type of Product is Being Replaced?	Issue Date / Or Years in Force	Surrender Charge % if applicable	Original Agent/Agency

PLEASE ATTACH A CURRENT ANNUAL STATEMENT OR CURRENT VALUES PRINTOUT. (INCLUDING ALL LIFE REPLACEMENTS)

13. Please share additional information and /or reasons you considered in your decision to purchase this annuity contract:

Owner /Applicant's Statement-

American Equity of New York and my agent may rely on the information I have provided herein and it is true and accurate to the best of my knowledge. By signing below, I acknowledge that the fixed annuity recommended meets my long-term financial objectives. I acknowledge my agent has fully explained the surrender charges and surrender charge period and I have reviewed the applicable disclosure statement with my agent in determining this fixed annuity product is suitable for my financial situation. I understand that if I am replacing an existing annuity, I may incur a surrender charge penalty, that I may or may not be able to overcome any penalty incurred and that I may not be able to reinstate the replaced contract(s). I further acknowledge that neither American Equity of New York nor its agents offer legal or tax advice and that I have been advised to consult with my own legal or tax advisor.

Owner/Applicant's Signature

Date

Joint Owner/Applicant's Signature

Date

Agent's Statement-

- I have made the recommendation to purchase this annuity based on the information gathered and that the product meets the customer's financial needs and objectives based on the information the customer provided.
- I have provided the Owner/Applicant a copy of the Product Disclosure for the product applied for and NAIC's Buyers Guide. Also, I have not made any representations or promises about the future value of this contract that differ from the company provided materials.
- I have reviewed government issued photo identification for the Owner and confirmed the personal identification information provided by the customer.

Agent's Signature

Date

YOU CAN NOT DECLINE TO PROVIDE REPLACEMENT INFORMATION. IF THIS ANNUITY PURCHASE INVOLVES DISCONTINUING, MAKING A PENALTY FREE OR PARTIAL WITHDRAWAL, REMOVING MONEY, OR CHANGING AN EXISTING POLICY OR CONTRACT, A REPLACEMENT IS OCCURRING.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Other (see Instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

American Equity of New York

Annuity Features

Check List

Contract Form Number _____

% First Year Guaranteed Interest (Initial Premium) _____

% First Year Additional Interest _____

% Minimum Guaranteed Interest Rate _____

- TAX-DEFERRED
- GUARANTEED INCOME
- MAY AVOID PROBATE
- INTEREST AND RIBD WITHDRAWALS IN THE FIRST CONTRACT YEAR*
- 10% PENALTY-FREE WITHDRAWAL AFTER THE FIRST CONTRACT YEAR

Premium Receipt

I certify receipt of \$ _____ given to purchase a tax-deferred annuity.



Agent's Signature _____

Date _____

Make checks payable to American Equity of New York.

Financial

Rating



American Equity of New York's commitment to sound business principles has been recognized by A.M. Best, a nationally recognized industry rating authority.

A.M. Best's rating of "A+" (Excellent) for American Equity of New York is a measure of performance in the areas of:

Investment Quality Capital Adequacy
 Policy Reserves Cost Control
 Management Experience

A.M. Best uses 15 rating categories ranging from A++ to F. An A+ rating from A.M. Best is its fourth highest rating.

Tax Interpretations

Neither American Equity Investment Life Insurance Company of New York nor any of its agents give legal, tax or investment advice. The information here is a summary of our understanding of current tax laws as they relate to this insurance product. Consult your own personal advisor for these matters.

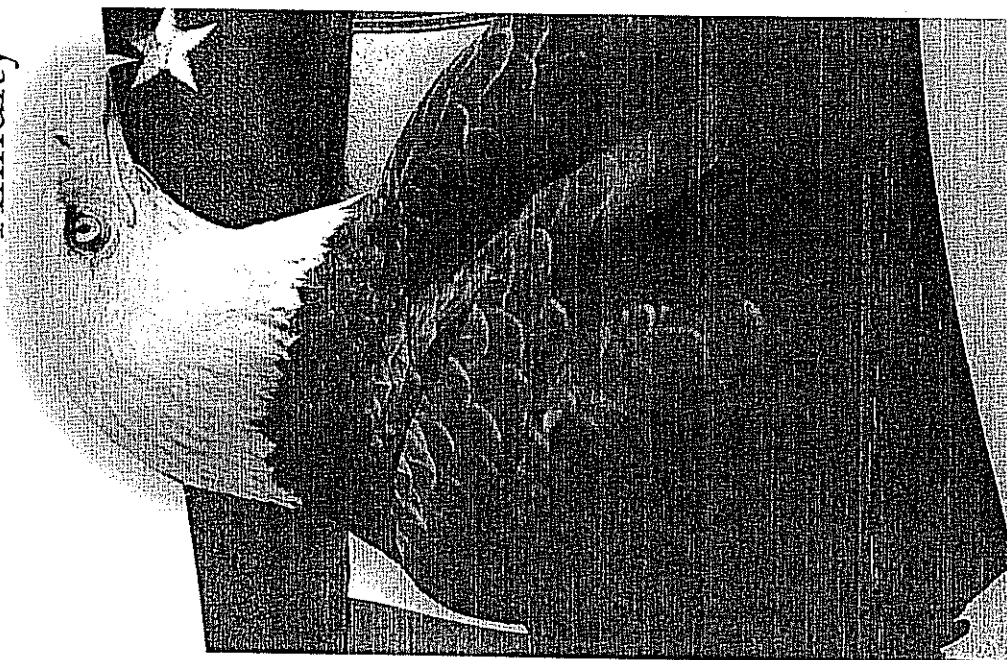


Home Office
 1979 Marcus Avenue,
 Ste 210
 Lake Success, NY 11042
 516-622-2265

Administrative Office
 P.O. Box 71157
 Des Moines, IA 50325
 866-233-6660



The Power of a
Tax-Deferred
 Annuity



CERTIFICATE OF DISCLOSURE

FPDA-1-NY Flexible Premium Deferred Annuity

NO UP FRONT SALES CHARGES OR FEES
100% of your premium earns interest from the date it is received by the Administrative Office.

MATURITY BENEFIT
You may convert Maturity Proceeds to a Settlement Option on the Maturity Date. Maturity Proceeds equal the Contract Value on the Maturity Date. You may choose from four income options: Specific Period, Life Income, Specified Amount, and Joint and Survivor. See your Contract for details.

If you should choose to annuitize before the Maturity Date, We would base annuitization benefits on your Contract Value applied to the Guaranteed Annuity Purchase Rate of 3%. Annuitization benefits will not be less than those provided by purchasing any single premium immediate annuity contract We then offer to the same class of annuitants using the greater of 95% of your entire Contract Value or Cash Surrender Value.

DEATH BENEFIT

Death Benefit at first to die of Owner or Annuitant is full Contract Value.

ANNUITY CONTRACTS ARE PRODUCTS OF THE INSURANCE INDUSTRY AND ARE NOT GUARANTEED BY ANY BANK OR INSURED BY THE FDIC.

If you are replacing an existing contract, carefully compare the benefits of the proposed contract with your existing contract to ensure your decision is in your best interest.

Neither American Equity of New York nor any of our agents give legal, tax or investment advice. Consult your own personal advisor for these matters.

Pursuant to Section 3 of the federal Defense of Marriage Act ("DOMA"), same-sex marriages currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue Code sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse. Same-sex spouses who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract or certificate accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses remain entitled to such rights or benefits to the same extent as any annuity holder's spouse.

APPLICANT'S STATEMENT

My agent explained that Surrender Charges are deducted from my Contract Value as described above, Additional Interest Credit is not paid after the First Contract Year and that he/she will receive compensation from American Equity of New York.



OWNER'S SIGNATURE _____ DATE _____

JOINT OWNER'S SIGNATURE _____ DATE _____

ISSUE AGES Annuitant/Owner (Age last birthday)

0-75 Non-Qualified
0-75 Qualified

MATURITY DATE

Set at issue, cannot be within Surrender Charge Period or later than the 1st Contract Anniversary after Annuitant's 90th birthday. Subject to change by owner.

FIRST-YEAR ADDITIONAL INTEREST

The FPDA-1-NY guarantees a 2% additional interest credit on all first year premiums payable until the first Contract Anniversary. Renewal rates do not include the additional interest credit. If We did not offer this additional interest credit, We would shorten the Surrender Charge Period to 10 years.

INTEREST CREDITING

The initial rate is guaranteed for the first Contract Year on initial premium. We credit Our Current Interest Rate plus the Additional Interest Rate on any other Premiums We receive during the first Contract Year and guarantee it to the end of that year. We credit Our Current Interest Rate on any other new Premium We receive and Our renewal interest rate on existing Values during all following Contract Years. Renewal rates are subject to change, and are guaranteed to never be less than 3%.

SURRENDER CHARGES

A Surrender Charge (indicated below) is deducted by the Company in the event of Surrender, Withdrawal or Annuitization of the Contract according to the following table (see Contract for full details):

Contract Year	1	2	3	4	5	6	7	8	9	10	11	12 and thereafter
%	10	10	10	10	9	8	7	6	4.5	3	1.5	0

PENALTY-FREE WITHDRAWALS

After the first Contract Year, you may make one withdrawal each Contract Year up to 10% of the Contract Value without a Surrender Charge. We also allow systematic withdrawals of interest only, or amounts sufficient to satisfy IRS minimum distribution rules. No portion of a full Surrender prior to the 12th year is penalty-free. Note: The IRS may impose a 10% penalty on Withdrawals before age 59½ except under specific conditions. See your tax advisor for details.

Agent Statement - I certify I have made no promises or assurances regarding future values of the Contract, nor have I made statements that differ from the disclosure.

I certify receipt of \$ _____ given to purchase a Tax-deferred Annuity.



AGENT'S SIGNATURE _____ DATE _____

AGENT'S STATE LICENSE NUMBER _____



Home Office:
1979 Marcus Avenue, Ste 210
Lake Success, NY 11042
516-622-2265

Administrative Office:
P.O. Box 71157
Des Moines, IA 50325-0157
1-866-233-6660
Fax 515-221-0490



Home Office:
1979 Marcus Ave, Ste 210
Lake Success, NY 11042
516-622-2265

Administrative Office:
P.O. Box 71157
Des Moines, IA 50325-0157
1-866-233-6660
Fax 515-221-0490

INSURANCE DEPARTMENT, STATE OF NEW YORK DEFINITION OF REPLACEMENT

To determine whether you are replacing or changing the status of existing life insurance policies or annuity contracts, and, if so, for you to receive the valuable information necessary for making a careful comparison, our agent/broker is required to ask you the following questions and explain any items you do not understand.

As part of your purchase of a new life insurance policy or a new annuity contract, has existing coverage been, or is likely to be:

1.	Lapsed, surrendered, partially surrendered, forfeited, assigned to the insurer replacing the life insurance policy or annuity contract or otherwise terminated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.	Changed modified into paid-up insurance, continued as extended term insurance or under another form of nonforfeiture benefit, or otherwise reduced in value by the use of nonforfeiture benefits, dividend accumulations, dividend cash values or other cash values?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Changed or modified to reduce either the amount of the existing life insurance or annuity benefit or the period of time the benefit will continue in force?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.	Reissued with a reduction in amount by releasing cash values, including dividend accumulations or paid-up additions on one or more of the existing policies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.	Assigned as collateral for a loan or made subject to borrowing or withdrawal of any portion of the loan value, including dividend accumulations or paid-up additions borrowed or withdrawn on one or more existing policies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	Continued with a stoppage of premium payments or reduction in the amount of premium paid?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If you have answered "Yes" to any of the above questions, a replacement, as defined by New York Insurance Department Regulation 60, has occurred or is likely to occur and your agent/broker is required to provide you with a completed "Disclosure Statement" and the "Important Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts".

Applicant Signature Date

Applicant Signature Date

To the best of my knowledge, a replacement is involved in this transaction. Yes No

Agent Signature Date

