

**The United States Life Insurance Company  
in the City of New York (USL)**

A member of American International Group, Inc. (AIG)

**Annuity New Business Transmittal &  
Agent Report Form**

**New Business Email Inquiries:** AnnuityServiceCenter@aig.com

**Annuity Service Center Phone Number:** 888-438-6933 Option 1

**New Business Email:** AIGAnnuityService@aig.com

**New Business Fax Number:** 713-620-3829

**Required Section**

In order to ensure accurate processing, please fill out this form completely and submit with the annuity application.

Name of Owner \_\_\_\_\_ DOB \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_

Owner's Email Address is required (if none exists, enter NA) \_\_\_\_\_

Name of Annuitant \_\_\_\_\_

**Agent Information**

REQUIRED	
<p><b>➔ If a NEW ADDRESS, check this box</b> <input type="checkbox"/></p> <p>X _____ Agent/Broker Signature</p> <p>_____ Agent Name (print)</p> <p>_____ Agent Number (write "pending" if applicable)</p> <p>_____ Agent SSN (if agent number is pending)</p> <p>_____ Agent NPN (required)</p> <p>_____ Agency/Broker Dealer (optional)</p> <p>_____ IMO/BGA Firm (required)</p> <p>_____ IMO/BGA email address for case updates/missing documents (if applicable)</p> <p>_____ IMO/BGA phone number for case updates</p> <p>_____ Agent e-mail Address</p> <p>_____ Agent Street Address (for contract mailing)</p> <p>_____ Agent City, State, Zip</p> <p>_____ Agent Phone Number</p>	<p>1. Are you a Registered Representative? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Does your firm require a suitability review for (Index, Fixed) Annuities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Are commissions paid through your firm for (Index, Fixed) Annuities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Split Case <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, complete the following sections.)</p> <p>Percent to Primary Agent ____% <b>PLUS</b> Percent to 2nd Agent ____%</p> <p><b>PLUS</b> Percent to Others ____% = <b>TOTAL PERCENT</b> 100%</p> <p>X _____ Second Agent Signature</p> <p>X _____ Second Agent Name (print)</p> <p>_____ Agent Number</p> <p>_____ Agency Name/Number</p> <p>_____ Agent SSN (if agent number is pending)</p> <p>_____ Agent NPN (required)</p>

**SPECIAL INSTRUCTIONS**

Please insert any additional information of who to contact at the IMO or agent's back office regarding New Business, Licensing, Commissions, Suitability, Post Issuance, Contract Set up, etc. that would help AIG Internal team process this case timely.



A member of American International Group, Inc. (AIG)

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**Key addresses and contact information**

**New Business Email Inquiries:** AnnuityServiceCenter@aig.com

**Annuity Service Center Phone Number:** 888-438-6933 Option 1

**New Business Email:** AIGAnnuityService@aig.com

**New Business Fax Number:** 713-620-3829

**Assured Edge Fixed Annuity & Index Annuity Products**

	<b>U.S.Regular Mail</b>	<b>Overnight Mail</b>
<i>with checks:</i>	US Life Attn: Annuity Center P.O. Box 100357 Pasadena, CA 91189-0357	JPM Chase-USL 100357 2710 Media Center Drive Building #6, Suite 120 Los Angeles, CA 90065-1750
<i>without checks:</i>	P.O. Box 2708 Amarillo, TX 79105-2708	1050 North Western Street Amarillo, TX 79106-7011

**Fixed Annuity (except Assured Edge versions)**

	<b>U.S.Regular Mail</b>	<b>Overnight Mail</b>
<i>with checks:</i>	JP Morgan Chase (TX1-0029) ATTN: USL 650545 14800 Frye Road 2 <sup>nd</sup> Floor Fort Worth, TX 76155	<i>without checks:</i> US Life 1050 North Western Street Amarillo, TX 79106

**When you provide complete and accurate information, processing time can be expedited.**

# US Life

The United States Life Insurance  
Company in the City of New York (USL)

## Single Premium Deferred Individual Fixed Annuity Application

877-289-0256

Address Mail to:  
Annuity Service Center

### Regular Mail

with checks:  
USL  
P.O. Box 650545  
Dallas, TX 75265-0545

without checks:  
P.O. Box 871  
Amarillo, TX 79105-0871

### Overnight Mail

with checks:  
JPM Chase (TX1-0029)  
Attn: USL 650545  
14800 Frye Road, 2<sup>nd</sup> Floor  
Fort Worth, TX 76155

without checks:  
1050 N. Western St.  
Amarillo, TX 79106-7011

The **➡** indicates a required response. Please print or type.

### ➡ 1. Product Selection *(Solicitation state indicates the state in which this application is signed.)*

<b>Select One Product Name</b> <input type="checkbox"/> American Pathway Fixed 5 Annuity <input type="checkbox"/> American Pathway Fixed 7 Annuity	<b>Solicitation state</b> <u>NY</u>
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### ➡ 2. Owner(s) Information

Applications for certain non-naturally owned contracts may not be accepted. If the Owner indicated below is not a person, please contact the Annuity Service Center prior to submitting this application.

Trust Date for Trust (MM/DD/YYYY) \_\_\_\_\_  Owner Type \_\_\_\_\_

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

#### Joint Owner

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Relationship to Owner \_\_\_\_\_ Phone \_\_\_\_\_

### ➡ 3. Annuitant(s) Information *(Complete only if different from Owner)*

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

#### Joint Annuitant

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Phone \_\_\_\_\_

**4. Beneficiary Information**

Please complete the beneficiary information below. Additional beneficiaries, if any, can be listed on the Additional Beneficiary Information form (AGL020) and submitted with this application. Note: If you elected Joint Life (2 covered persons) under Section 6 below, you must provide the spousal beneficiary information here.

**Joint Owners (Joint Annuitants if non-individual Owner) shall be each other's sole primary beneficiary and any other beneficiary(ies) listed will be designated as "contingent".** If only one Owner is listed and the beneficiary type is not selected, the beneficiary will be designated as "primary". For non-individually owned or custodially held IRAs and tax-qualified plans if no beneficiary is listed, the beneficiary will default to the Owner listed on this application. If multiple beneficiaries are specified, percentages must total 100% and the beneficiary type must be selected. If no percentages are referenced and the beneficiary type is not selected, the listed beneficiaries will be designated "primary" beneficiaries and will share the death benefit equally, unless later modified by the Owner

1. Beneficiary Name \_\_\_\_\_  Primary  Contingent  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Relationship \_\_\_\_\_ Beneficiary % \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
 Birth/Trust Date \_\_\_\_\_ Email \_\_\_\_\_  Male  Female

2. Beneficiary Name \_\_\_\_\_  Primary  Contingent  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Relationship \_\_\_\_\_ Beneficiary % \_\_\_\_\_ SSN/TIN \_\_\_\_\_ Phone \_\_\_\_\_  
 Birth/Trust Date \_\_\_\_\_ Email \_\_\_\_\_  Male  Female

**5. Contract Type (select one) and Source of Funds**

Single Payment: Make check payable to **The United States Life Insurance Company in the City of New York**. If this is a 1035 Exchange, Transfer, or Rollover, please complete the appropriate 1035 Exchange/Transfer form and submit it with this Application.

Single Premium Amount \$ \_\_\_\_\_

5a. Non-Qualified Contract		OR		5b. Qualified Contract	
Indicate type and amount of single Payment below.				Indicate type of plan for new contract, source of funds and amount below.	
Source of Funds	Amount	Type of Plan for New Contract	Source of Funds	Amount	
<input type="checkbox"/> Amount enclosed	\$ _____	<input type="checkbox"/> IRA	<input type="checkbox"/> Amount enclosed	\$ _____	
<input type="checkbox"/> 1035 Exchange/Transfer		<input type="checkbox"/> Roth IRA	<input type="checkbox"/> Transfer	\$ _____	
Estimated dollars	\$ _____	<input type="checkbox"/> SEP	<input type="checkbox"/> Rollover	\$ _____	
<input type="checkbox"/> Other		<input type="checkbox"/> Other _____	<input type="checkbox"/> Contribution	\$ _____	
Estimated dollars:	\$ _____		IRA Tax Year:	_____	
<input type="checkbox"/> Funds coming direct	\$ _____		<input type="checkbox"/> Funds coming direct	\$ _____	

**6. Initial Interest Guarantee Term and Optional Programs**

6(a).

- 1 Year Initial Interest Guarantee Term
- 3 Year Initial Interest Guarantee Term
- 5 Year Initial Interest Guarantee Term
- 7 Year Initial Interest Guarantee Term

## 6. Initial Interest Guarantee Term and Optional Programs *(continued)*

### 6(b). Return of Premium Guarantee Options:

A selection must be made below for this Application to be in good order. Refer to the Owner Acknowledgment and/or your licensed agent for additional details:

- I elect no Return of Premium Guarantee
- I elect the Return of Premium Guarantee that begins on the Contract issue date

## 7. Disclosures

### USA PATRIOT ACT (This notice is printed in compliance with Section 326 of the USA Patriot Act)

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR AN INSURANCE POLICY OR ANNUITY CONTRACT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an insurance policy or annuity contract. What this means for you: When you apply for an insurance policy or annuity contract, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## 8. Acknowledgments and Signature(s)

### 8(a). Replacement

- Yes**  **No** Do you have any existing life insurance or annuity contracts? *(Must check either Yes or No)*
- Yes**  **No** Do you intend for the purchase of this annuity to result in the replacement, termination, or change in value of any existing life insurance or annuity contracts? *(Must check either Yes or No)*

If yes to either of the above, please provide the replacement information on the required forms, which can be obtained from your licensed agent, and include them with this application.

### 8(b). Acknowledgement of Owner(s)

I represent that all statements and information provided herein are true and complete to the best of my belief and knowledge. I understand that the application will be attached to and made a part of the annuity contract. By signing below, I declare the following:

- I have received the Buyer's Guide for Deferred Annuities.
- I have consulted with my licensed agent and received and read the applicable product disclosure, Owner Acknowledgment and Disclosure Statement and any other related materials such as illustrations, which describe various product features including but not limited to: (a) withdrawals; (b) withdrawal charges; (c) withdrawal charge schedule; (d) early withdrawal tax penalty; (e) start of an income plan; (f) premium enhancement (if applicable to this annuity); and (g) market value adjustment *(if applicable to this annuity)*.
- If I am a full-time, active-duty member of the U.S. Armed Forces *(to include a reserve unit serving under published orders for training)*, then form Disclosure for Military Sales is submitted with this application but is not a part of this application.
- I have consulted with my licensed agent for advice or recommendations regarding the purchase of this annuity contract. The United States Life Insurance Company in the City of New York is not providing advice, guidance or recommendations and is not serving in any fiduciary capacity related to this contract.
- If a market value adjustment feature is selected as part of this annuity, I understand that this annuity includes a market value adjustment feature. During the MVA Term, any amount partially or totally withdrawn prior to the maturity date may be subject to a market value adjustment. The adjustment may increase or decrease the amounts payable under the contract. I understand that: (a) if interest rates rise after the contract date, the market value adjustment will generally decrease the amount withdrawn; and (b) if interest rates fall after the contract date, the market value adjustment will generally increase the amount withdrawn.
- I understand and acknowledge that The United States Life Insurance Company in the City of New York does not offer legal or tax advice, and I have had the opportunity to seek such advice from the proper sources before purchasing this annuity.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that (1) there are more robust insurance benefits offered in other annuities and (2) the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.
- My answers are representations and not warranties, and are true and correct to the best of my knowledge and belief.

**8. Acknowledgments and Signature(s)** *(continued)*

**8(c). Signatures**

➡ Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner's signature *(if applicable)* \_\_\_\_\_ Date \_\_\_\_\_

**➡ 9. Licensed Agent Information and Signature(s)**

**9(a). Replacement**

- Yes**  **No** Do you have reason to believe that the Owner has any existing life insurance or annuity contracts?
- Yes**  **No** Do you have reason to believe that any existing life insurance or annuity contract has been *(or will be)* replaced, surrendered, withdrawn from, loaned against, changed, or otherwise reduced in value in connection with this transaction, assuming that the contract applied for will be issued?

**9(b). Acknowledgments of Licensed Agent**

I certify that the application was signed and dated by the Owner after all answers and information were recorded herein; and I have truly and accurately recorded on this form all of the information provided by the Owner. Further, by signing below, I certify:

- I have instructed the Owner to answer the questions in Section 8(a) appropriately. I am providing the replacement information on the required forms, and including them with this application, when applicable.
- I have delivered a *Buyer's Guide for Deferred Annuities* to the Owner.
- I have reviewed the Owner's financial situation and needs, including the financial resources used for the funding of the policy and the Owner's financial time horizon, including duration of existing liabilities and obligations, and have determined that the Owner has the financial ability to meet the financial commitments under the policy.
- It is my reasonable belief that based on the information the Owner provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for, based on my recommendation, meets the Owner(s)' insurance needs and/or financial objectives.
- I have informed the Owner of various features of the policy and potential consequences of the sales transaction, both advantages and disadvantages, and the basis of the recommendation. I represent that I have delivered the appropriate product disclosures and other related materials such as the compensation information regarding the manner in which I am compensated for the sale and servicing of this product, and have used only current, carrier-approved sales material.
- My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the circumstances prevailing.
- I understand that I must act in the best interest of the Owner. I only considered the interests of the Owner when making the recommendation to purchase this annuity. I may receive a commission from, or have another financial interest in, the recommended transaction. However, my recommendation is based solely on the Owner's financial interests.
- If the Owner is a full-time, active-duty member of the U.S. Armed Forces *(to include a reserve unit serving under published orders for training)*, then form Disclosure for Military Sales is submitted with this application but is not a part of this application.
- I have verified the identity of the Owner and Annuitant, if the Owner is non-natural, by reviewing a government-issued photo identification and any other required documentation.

**9(c). Licensed Agent Information**

1. Licensed Agent's Signature \_\_\_\_\_ SSN *(1st 5 digits only)* \_\_\_\_\_  
 Licensed Agent's Name *(please print)* \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Licensed Agent ID Number \_\_\_\_\_ Email \_\_\_\_\_  
 Firm Name \_\_\_\_\_

2. Licensed Agent's Signature \_\_\_\_\_ SSN *(1st 5 digits only)* \_\_\_\_\_  
 Licensed Agent's Name *(please print)* \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Licensed Agent ID Number \_\_\_\_\_ Email \_\_\_\_\_



# Rate lock policy

American Pathway® fixed and income annuities – All states

## IMPORTANT NOTE

Below are the rate lock *guidelines* for traditional fixed and income annuities. Specific Transition Rules will accompany each interest rate change. If In Good Order (IGO) paperwork is not received by the end date of the specified transition period, the rate lock policy will not apply and the contract will be issued with interest rates active as of the Contract Effective<sup>1</sup> date.

Fixed Annuities	
Interest rate refers to the credited rate applied during the initial interest rate guarantee term.	
For cash with application	<p>If the Contract Effective date is within 14 calendar days from the application signed date the credited interest rate will be the “better of” rate in effect on:</p> <ul style="list-style-type: none"> <li>• The date the application is signed or</li> <li>• The Contract Effective date</li> </ul> <p>If the Contract Effective date is NOT within 14 calendar days from the application signed date:</p> <ul style="list-style-type: none"> <li>• The credited interest rate will be the rate in effect as of the Contract Effective date</li> </ul>
For 1035 exchange or trustee transfer	<p>If the Contract Effective date is within 60 calendar days (75 in New York) from the application signed date, the credited interest rate will be the “better of” rate in effect on:</p> <ul style="list-style-type: none"> <li>• The date the application is signed or</li> <li>• The Contract Effective date</li> </ul> <p>If the contract is <u>NOT</u> issued within 60 calendar days (75 in New York) from the application signed date<sup>2</sup>:</p> <ul style="list-style-type: none"> <li>• The credited interest rate will be the rate in effect as of the Contract Effective date.</li> </ul>

Annuities issued by **American General Life Insurance Company (AGL)** and **The United States Life Insurance Company in the City of New York (US Life)**  
Guarantees are backed by the claims-paying ability of the issuing insurance company.

Not FDIC or NCUA/NCUSIF Insured
May Lose Value • No Bank or Credit Union Guarantee Not a Deposit • Not Insured by any Federal Government Agency

## Income Annuities

(Single premium immediate and deferred income)

Actual calculated income payment amount on the Contract Effective date may differ from the quote submitted if:

- Age and gender of annuitant(s) change
- Premium amount differs from quote
- Selected payout option, payment frequency, state of residence, income start date changes

Please note: Payout option includes election of reduction in survivor benefit for joint life option. Income start date must be on or after Contract Effective date.

If there is any change in the parameters listed above, the quote is no longer valid and the contract may be issued with an income payment amount higher or lower than what is illustrated. The contract will be issued based on the factors listed in the application and the underlying locked payout rate.

### For cash with application

New business forms (with valid quote) received IGO by the quote expiration date will be guaranteed based on the valid illustrated quote amounts.

If the Contract Effective date is **NOT** within 14 calendar days from the quote date:

- Income payment amount will be calculated based on the payout rate in effect as of the Contract Effective date

### For 1035 exchange or trustee transfer

A valid quote, signed application, exchange / transfer form and 60-calendar day (75-day in New York) Payout Rate Lock Authorization form must be received IGO on or before the quote expiration date.

If the Contract Effective date is within the required 60-calendar day (75-day in New York) from the application signed date and:

- **YES** is selected on the Payout Rate Lock Authorization form, the valid illustrated quote amounts are guaranteed (regardless if payout rates are higher or lower on the Contract Effective date.
- **NO** is selected on the Payout Rate Lock Authorization form, the income payment amount will be calculated based on the payout rate in effect as of the Contract Effective date.

If the Contract Effective date is **NOT** within the required calendar days from the application signed date<sup>2</sup>:

- Income payment amount will be calculated based on the payout rate in effect as of the Contract Effective date

<sup>1</sup> Contract Effective date is defined as the latter of the IGO date of the contract or the receipt of funds.

<sup>2</sup> For Regulation 60, the 75-calendar day rate lock begins on the application signature date (1-Step) or the Definition of Replacement signature date (2-Step).



Annuities are long-term products designed for retirement.

Retirement accounts such as IRAs can be tax deferred regardless of whether or not they are funded with an annuity. The purchase of an annuity within an IRA does not provide additional tax-deferred treatment of earnings. However, annuities do provide other features and benefits.

Withdrawals may be subject to federal and/or state income taxes. A 10% federal early withdrawal tax penalty may apply if taken before age 59½ in addition to ordinary income tax. Partial withdrawals may reduce benefits and contract value.

This material is general in nature, was developed for educational use only, and is not intended to provide financial, legal, fiduciary, accounting or tax advice, nor is it intended to make any recommendations. Applicable laws and regulations are complex and subject to change. Please consult with your financial professional regarding your situation. For legal, accounting or tax advice consult the appropriate professional.

Annuities issued by **American General Life Insurance Company (AGL)**, Houston, TX., except in New York where issued by **The United States Life Insurance Company in the City of New York (US Life)**. Issuing companies AGL and US Life are responsible for financial obligations of insurance products and are members of American International Group, Inc. (AIG). Guarantees are backed by the claims-paying ability of the issuing insurance company. AGL does not issue products in the state of New York.

May not be available in all states and product features may vary by state. Please refer to the contract.

[aig.com/annuities](https://aig.com/annuities)

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AC 356 (05/2021) J620102

FOR FINANCIAL PROFESSIONAL USE ONLY. NOT FOR PUBLIC DISTRIBUTION.

We see the future in you.<sup>SM</sup> — 

**The United States Life Insurance Company in the City of New York**

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

**New York Regulation 60 List of Sales Proposals and Materials**

**Instructions**

1. Please print or type
2. Please complete the entire form and submit with the application package.

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**Applicant Information**

Applicant's Name \_\_\_\_\_

Joint Applicant's Name \_\_\_\_\_

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**Sales Materials**

The following US Life sales materials were used in the sale: (Please list the applicable product sales piece, form number and revision date. You do not need to submit copies of the sales material produced by US Life.)

<u>Sales Piece</u>	<u>Form Number</u>	<u>Revision Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Copies of the sales material used in the sale of the proposed annuity contract will be provided to the existing insurer upon request.

**Agent's Signature**

Agent's Name \_\_\_\_\_

New York License Number \_\_\_\_\_

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

## The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

### Replacement Procedures for Firms Using Disclosure Statement after Application Process

#### For every application for a The United States Life Insurance Company in the City of New York (“US Life”) annuity:

- Complete the **Definition of Replacement** with the applicant to determine whether the transaction will involve replacement of an existing life insurance or annuity contract. Both you and the applicant must sign and date the **Definition of Replacement**, with a copy to be provided to the client.
  - If all questions are answered NO, the transaction does not involve a replacement and no additional replacement forms need to be completed. Submit the signed application and **Definition of Replacement** to US Life. You do not need to proceed with the steps below.
  - If any question is answered YES, a replacement has occurred or is likely to occur. Please proceed with the following steps.
- Obtain a list of all policies to be replaced from your client and include this information on US Life’s **Agent’s Request for Disclosure Information and Contract Owner’s Authorization** form. Obtain owner’s signature on the form.
- Have the applicant read and sign the Important Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts. Leave a signed copy with the applicant at the time of application.
- Submit an original copy of each of the following forms to US Life at the mailing address above:
  - **Definition of Replacement**
  - **Important Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts**
  - **Agent’s Request for Disclosure Statement Information and Contract Owner’s Authorization**
  - If you used Sales Material, provide a list of such material on **New York Regulation 60 List of Sales Proposals and Materials**
  - US Life Annuity Application (which includes a list of all policies being replaced)
  - Applicable transfer/exchange request form
  - Any other forms required by your agency or broker/dealer
- If the surrendering insurer does not provide the Disclosure Information to US Life within 20 days, we will contact you to obtain good faith approximations consistent with Regulation 60. *US Life will send you a **Disclosure Statement** completed with hypothetical values.*
- After the value information is returned to you by US Life on the **Disclosure Statement**, complete the Agent’s Statement section and sign the **Disclosure Statement**, and return the copy to US Life. Please keep the disclosure information provided to you by the replaced insurer and by US Life for your records. US Life will retain a copy as well. The completed Disclosure Statement signed by the agent must be received by the USL Home Office before the policy can be issued for delivery.
- Upon receipt of in good order Disclosure Statement, US Life will request transfer.
  - If Disclosure Statement is not in good order, the transfer and Letter of Acceptance will not be sent until deemed good order
- Copy of signed Disclosure Statement will be included in policy provided to policy owner.

The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT 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 IT LIKELY TO BE:

(1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED? YES \_\_\_ NO \_\_\_

(2) CHANGED OR 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? YES \_\_\_ NO \_\_\_

(3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE? YES \_\_\_ NO \_\_\_

(4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES? YES \_\_\_ NO \_\_\_

(5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES? YES \_\_\_ NO \_\_\_

(6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID? YES \_\_\_ NO \_\_\_

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH THE IMPORTANT NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. YOU WILL ALSO RECEIVE A COMPLETED DISCLOSURE STATEMENT NO LATER THAN THE TIME YOUR NEW POLICY OR NEW CONTRACT IS DELIVERED.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION: YES \_\_\_ NO \_\_\_

Date: \_\_\_\_\_ Signature of Agent or Broker: \_\_\_\_\_

## The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

### DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS

#### **THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY 11 NYCRR PART 51 (INSURANCE REGULATION 60)**

YOU ARE CONTEMPLATING THE PURCHASE OF A LIFE INSURANCE POLICY OR ANNUITY CONTRACT IN CONNECTION WITH THE SURRENDER, LAPSE OR CHANGE OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. THE AGENT OR BROKER IS REQUIRED TO GIVE YOU THIS NOTICE. A SIGNED DISCLOSURE STATEMENT WILL ALSO BE PROVIDED TO YOU CONTAINING THE SUMMARY RESULT COMPARISON FOR THE NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT AND ANY LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO BE CHANGED THAT SETS FORTH THE FACTS OF THE TRANSACTION AND ITS ADVANTAGES AND DISADVANTAGES TO YOU. YOUR DECISION COULD BE A GOOD ONE – OR A MISTAKE – SO MAKE SURE YOU UNDERSTAND THE FACTS. YOU SHOULD:

1. CAREFULLY STUDY THE DISCLOSURE STATEMENT, WHICH INCLUDES A SUMMARY RESULT COMPARISON, UNTIL YOU ARE SURE YOU UNDERSTAND FULLY THE EFFECT OF THE TRANSACTION. **THE DISCLOSURE STATEMENT IS REQUIRED TO BE PROVIDED TO YOU NO LATER THAN UPON DELIVERY OF THE POLICY OR CONTRACT.**
2. ASK THE COMPANY, AGENT OR BROKER FROM WHOM YOU BOUGHT YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO REVIEW WITH YOU THE TRANSACTION. YOU MAY BE ABLE TO EFFECT THE CHANGES YOU DESIRE MORE ADVANTAGEOUSLY WITH THEM.
3. CONSULT YOUR TAX ADVISOR. THERE MAY BE UNFAVORABLE TAX IMPLICATIONS ASSOCIATED WITH THE CONTEMPLATED CHANGES TO YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

As a general rule, it is often not advantageous to drop or change existing coverage in favor of new coverage, whether issued by the same or a different insurance company. Some of the reasons it may be disadvantageous are:

1. The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
2. Since the initial costs of a life insurance policy are charged against the cash value increases in the earlier life insurance policy years, the replacement of an old life insurance policy by a new one results in the policyholder sustaining the burden of these costs twice. Annuity contracts usually contain provision for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.
3. The incontestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.
4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.

5. There may have been changes in your health since the purchase of the existing coverage.
6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.

YOU HAVE THE RIGHT, WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT, TO RETURN IT TO THE INSURER AND RECEIVE AN UNCONDITIONAL FULL REFUND OF ALL PREMIUMS OR CONSIDERATIONS PAID ON IT, OR IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, A PAYMENT OF THE CASH SURRENDER BENEFITS PROVIDED UNDER THE POLICY OR CONTRACT, PLUS THE AMOUNT OF ALL FEES AND OTHER CHARGES DEDUCTED FROM GROSS CONSIDERATIONS OR IMPOSED UNDER THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, AND MAY HAVE THE RIGHT TO REINSTATE OR RESTORE ANY LIFE INSURANCE POLICIES AND ANNUITY CONTRACTS THAT WERE SURRENDERED, LAPSED OR CHANGED IN THE TRANSACTION TO THEIR FORMER STATUS TO THE EXTENT POSSIBLE AND IN ACCORDANCE WITH THE INSURER'S PUBLISHED REINSTATEMENT RULES TO THE EXTENT SUCH RULES ARE NOT INCONSISTENT WITH THE PROVISIONS OF 11 NYCRR PART 51 (INSURANCE REGULATION 60).

**IMPORTANT:** THIS RIGHT SHOULD NOT BE VIEWED AS REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT TO THE SAME CONDITION AS IF IT HAD NEVER BEEN REPLACED. THERE MAY BE CONSEQUENCES IN REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT, INCLUDING BUT NOT LIMITED TO:

- THE RIGHT TO REINSTATE OR RESTORE YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT APPLIES ONLY TO COMPANIES SUBJECT TO NEW YORK INSURANCE LAWS;
- YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT IS SUBJECT TO YOUR SPECIFIC COMPANY'S REINSTATEMENT RULES, WHICH MAY VARY FROM COMPANY TO COMPANY. THESE RULES MAY REQUIRE PAYMENT OF BOTH PREMIUM AND INTEREST; HOWEVER, YOU WILL NOT BE SUBJECT TO EVIDENCE OF INSURABILITY, OR A NEW CONTESTABLE OR SUICIDE PERIOD;
- YOU MAY NOT RECEIVE THE INTEREST OR INVESTMENT PERFORMANCE DURING THE PERIOD THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT WAS REPLACED; AND
- THERE MAY BE UNFAVORABLE FEDERAL INCOME TAX CONSEQUENCES AS A RESULT OF THE REINSTATEMENT OF YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT.

**IMPORTANT:** IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, THE VALUE OF THE POLICY OR CONTRACT MAY INCREASE OR DECREASE DURING THE 60 DAY PERIOD DEPENDING ON THE PERFORMANCE OF THE UNDERLYING INVESTMENTS, WHICH MAY AFFECT THE VALUE OF THE REFUND YOU RECEIVE.

I HEREBY ACKNOWLEDGE THAT I READ THE ABOVE "IMPORTANT NOTICE" AND HAVE RECEIVED A COPY OF SAME.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

**Agent's Request for Disclosure Statement Information and Contract Owner's Authorization**

- A. INSTRUCTIONS**
- 1. DO NOT USE HIGHLIGHTER.**
  2. Please print or type.
  3. Owner's and agent's signatures required on this form.
  4. Send completed form to replacing insurer.

**B. EXISTING CONTRACT INFORMATION**

CONTRACT OWNER'S NAME \_\_\_\_\_ LAST 4 DIGITS OF SSN \_\_\_\_\_

NAME OF EXISTING INSURER \_\_\_\_\_ EXISTING CONTRACT/CONTRACT NUMBER \_\_\_\_\_

STREET ADDRESS OF EXISTING INSURER \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**C. PROPOSED US LIFE CONTRACT**

PRODUCT NAME \_\_\_\_\_

Non Qualified or  Qualified

Full or  Partial Amount \$ \_\_\_\_\_

(Partial 1035 Exchanges may be subject to pre-sale approval)

**D. AGENT'S REQUEST FOR INFORMATION NECESSARY TO COMPLETE DISCLOSURE STATEMENT**

As the agent on the proposed replacement contract, I hereby request the information necessary to complete the Department of Financial Services of the State of New York Disclosure Statement, for the above-referenced contract. Please send the information to me at the following address:

AGENT'S NAME \_\_\_\_\_ BROKER-DEALER FIRM NAME \_\_\_\_\_

AGENT'S STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ NEW YORK LICENSE NUMBER \_\_\_\_\_

AGENT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**E. CONTRACT  
OWNER'S  
AUTHORIZATION  
TO RELEASE**

**INFORMATION NECESSARY TO COMPLETE DISCLOSURE**

I may replace the above contract with a new **annuity** contract. Please accept this signed form as my **STATEMENT** authorization for you to release the information necessary to complete the required Disclosure Statement for the above -referenced contract. Please mail the information to: 1) the agent identified above; 2) the agent of record on my existing contract (if different than the agent listed above); 3) The United States Life Insurance Company in the City of New York, the proposed replacing insurer, whose mailing address is listed at the top of this form.

\_\_\_\_\_  
CONTRACT OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOINT OWNER'S SIGNATURE (IF APPLICABLE)

\_\_\_\_\_  
DATE



# The United States Life Insurance Company in the City of New York

REQUEST TO TRANSFER FUNDS

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

<b>1. PERSONAL INFORMATION</b>	
Owner: _____ Annuitant (if different from owner): _____ Address: _____ City/State/Zip: _____	Joint Owner: _____ Social Security Number: _____  Phone: _____
<b>2. CONTRACT/CERTIFICATE</b>	
Account Number _____  The above contract(s) is <input type="checkbox"/> enclosed <input type="checkbox"/> misplaced	Company _____ Address _____  Phone _____
<b>3. TYPE OF WITHDRAWAL</b>	
<input type="checkbox"/> Total withdrawal <input type="checkbox"/> Partial Withdrawal _____ <b>FROM</b> <input type="checkbox"/> Annuities <input type="checkbox"/> Life Insurance	
<b>4. SOURCE OF TRANSFER</b> (For Direct Rollovers, use form number USL 175)	
<b>TYPE OF TRANSFER</b>	
<input type="checkbox"/> <b>Trustee-to-Trustee Transfer</b> <input type="checkbox"/> IRA/SEP <input type="checkbox"/> Roth IRA <input type="checkbox"/> Other _____ <input type="checkbox"/> Liquidate on maturity date of _____ (Before the maturity date, I understand there may be a penalty.) <input type="checkbox"/> Immediately	<input type="checkbox"/> <b>Non-Qualified Funds (Non-Insurance)</b> <input type="checkbox"/> Certificate of Deposit: <input type="checkbox"/> Before the maturity date, I understand there may be a penalty <input type="checkbox"/> On the maturity date of _____ <input type="checkbox"/> Mutual Fund / Money Market
Participants who are age 70 1/2 or older may be required to take a required minimum distribution prior to completing this transaction, if this a complete transfer.	
<input type="checkbox"/> <b>IRC Section 1035(a) Non-Taxable Exchange of Non-Qualified Funds</b> (For partial exchanges, use form USL 163)	
<b>ABSOLUTE ASSIGNMENT</b>	
I do absolutely assign and transfer the above identified life/annuity contract to The United States Life Insurance Company in the City of New York (US LIFE), its successors and/or assigns, along with any and all claims, options, privileges, rights, title, and interest therein, and subject to all conditions of such contract as consideration and in exchange for an annuity contract to be issued by US LIFE in conformance with section 1035 of the Internal Revenue Code. All power, election, appointments, options or rights exercisable by me as owner of the contract (including the right to surrender this contract) are now exercisable by US LIFE, subject to acceptance by the issuing company.	
The contract I am assigning is not subject to any prior assignment. It is not subject to proceedings in bankruptcy, federal tax levy, collection proceedings or any other legal action. There is no outstanding loan on the contract.	
No coverage takes effect with US LIFE because of this assignment or any application for an US LIFE contract. The contract issued by US LIFE will be deemed to be issued in exchange for the contract listed above when the proceeds of such contract are received by US LIFE and applied to its contract. If a claim should arise before payment of the surrender value in full is received by US LIFE, the undersigned understands no insurance has taken effect with US LIFE and the undersigned agrees to look solely to the insurer of the contract number noted above for relief. <b>For ALL 1035 Exchanges, please provide the cost basis information for the current contract.</b>	
<b>5. SIGNATURES</b>	
I understand and agree that if I establish more than one non-qualified annuity contract with The United States Life Insurance Company in the City of New York (US LIFE) in the same calendar year, US LIFE will be required to treat all such contracts as a single contract for tax purposes. Such contracts are referred to as "serial contracts." I understand and agree that this means that because serial contracts are treated as one contract, all interest must be withdrawn and taxes paid on each contract in succession before any withdrawals of principal are allowed. I also understand and agree that an exchange of one non-qualified annuity contract for multiple non-qualified annuity contracts issued by more than one insurance company may not qualify for treatment as a nontaxable Section 1035 exchange of contracts. I hereby authorize US LIFE to rely upon the information provided by the current insurer, trustee, or custodian, and to assume, in the absence of such information, that more restrictive and/or less beneficial tax rules apply to the amounts transferred.	
I request that the above referenced contract be liquidated and transferred to The United States Life Insurance Company in the City of New York. I am aware of any penalties or surrender charges that will result from this liquidation by the previous company. I am further aware that any tax consequences of this transaction are solely my own and that I may wish to consult my tax advisor.	
Contract Owner: _____	Date: _____
Joint Owner: _____	Date: _____
Spouse/Irrevocable Beneficiary (if any) _____	Date: _____
Witness to all signatures: _____	Date: _____
<b>6. ACCEPTANCE</b>	
For transfers of tax-qualified funds, the new contract must meet the same Internal Revenue Code requirements as the existing contract. On the above authorization and/or assignment, please liquidate the above assets.	
Assets will be accepted in new contract # _____ or existing contract # _____	
Make check(s) payable and mail to: <b>The United States Life Insurance Company in the City of New York</b> FBO: _____ SSN: _____ P.O. Box 650545, Dept. USL Dallas, Texas 75265-0545	Or if IRA Transfer <b>The United States Life Insurance Company in the City of New York</b> FBO: _____ _____ _____
By: _____ Date: _____ US Life Insurance Company Representative/Title	

The United States Life Insurance Company in the City of New York

REQUEST FOR DIRECT ROLLOVER OF FUNDS TO US LIFE

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871
Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

CUSTOMER INFORMATION

Contract owner / Plan Participant Name & Address

Current Insurer / Trustee / Custodian Name & Address

Four horizontal lines for entering contract owner information.

Four horizontal lines for entering insurer information.

Telephone Number: \_\_\_\_\_

Social Security/Tax ID No.: \_\_\_\_\_

Contract/Account No.: \_\_\_\_\_

I elect to receive an eligible distribution as a Direct Rollover as described below. (Complete items 1,2,3,4 and 5 or 6). Please read the information provided on page 2 prior to completing this form.

- 1. Current Retirement Plan
- [ ] Qualified Employer Plan - IRC Sec. 401(a), 401(k), 403(a)
- [ ] Tax Sheltered Annuity - IRC Sec. 403(b)
- [ ] Tax Sheltered Custodial Account - IRC Sec. 403(b)(7)
- [ ] Individual Retirement Account or Annuity - IRC Sec. 408(a) or (b)
- [ ] Governmental 457(b) Deferred Compensation Plan

- 2. Basis for Distribution
- [ ] Termination of Plan (Not applicable to a TSA)
- [ ] Termination of Employment
- [ ] Total Disability - IRC Sec. 72(m)(7)
- [ ] Age 59 1/2 or Older
- [ ] Qualified Domestic Relations Order
- [ ] Other \_\_\_\_\_ (Explain)

- 3. Type of Distribution
- [ ] Partial, % \_\_\_\_\_ or \$ \_\_\_\_\_
- [ ] Total, full liquidation (Participants age 70 1/2 or older may be required to take a required minimum distribution prior to making a complete rollover.)

- 4. Direct Rollover to:
- [ ] Individual Retirement Annuity - IRC Sec. 408(b)
- [ ] Simplified Employee Pension - IRC Sec. 408(k)

5. [ ] Rollover to an existing contract, number \_\_\_\_\_

6. [ ] Rollover to a new contract, application attached.

\_\_\_\_\_
Date

\_\_\_\_\_
Signature & SSN of Plan Participant or Contract Owner

ACCEPTANCE

On behalf of The United States Life Insurance Company in the City of New York, we agree to accept the Direct Rollover identified above. Further, the rollover proceeds will be applied to the following type of contract \_\_\_\_\_

Traditional IRA, SEP

Please make check(s) payable and mail to:

The United States Life Insurance Company in the City of New York

FBO: (participant)
P.O. Box 650545, Dept. USL
Dallas, Texas 75265-0545

\_\_\_\_\_
SSN or Contract No.

\_\_\_\_\_
Date

\_\_\_\_\_
Authorized Officer and Title

## **LEGAL INFORMATION**

The information in this notice applies to IRAs, Roth IRAs, and employer-sponsored plans, including tax-sheltered annuity arrangements and governmental 457 deferred compensation plans.

### **Direct Transfers**

The accumulated value to be transferred may have been subject to sales and/or administration charges. The amount transferred will be subject to the terms of The United States Life Insurance Company in the City of New York contract. You are responsible for any taxes or penalties due should this transaction not comply with the applicable IRC provisions. Please consult with qualified tax counsel prior to electing this transaction.

Although the amount transferred is in general not subject to withholding requirements because it is not includible in your gross income for the year of transfer, if this transfer does not comply with applicable legal requirements, you may be responsible for estimated tax payments if you do not have enough federal income tax withheld from income.

### **Eligible Rollovers**

Most withdrawals from tax-favored retirement plans are eligible for rollover either to an IRA or to another plan if the receiving plan accepts such rollovers. Some plans do not accept rollovers of certain types of distributions. Check with the administrator of that plan about whether the plan accepts rollovers and, if so, the types of distributions it accepts.

### **Rollovers by Beneficiary**

Only spousal beneficiaries are allowed to roll over distributions to an IRA or another plan. The receiving plan must accept such rollovers. Non-spousal beneficiaries are not allowed to roll over distributions.

### **Direct Rollovers**

Any amounts under your employer-sponsored plan that will not be subject to federal income tax when distributed may be rolled over directly to an employer-sponsored plan, if such plan accepts such rollovers, or to an IRA.

Rollovers may be subject to the plan restrictions of the receiving plan. The new plan restrictions may be different, or more or less restrictive, than the plan from which the amounts were rolled. Check with the administrator of the receiving plan prior to making your decision in order to clearly understand what restrictions may apply.

### **Distributions Paid Directly to You**

If the distribution you are rolling over was paid directly to you, you may roll over any pre-tax amounts to another employer-sponsored plan or to an IRA within 60 days. Any distributions of after-tax contributions paid directly to you may not be rolled over to another employer-sponsored plan. However, they may be rolled over to an IRA within 60 days.

### **Amounts Not Eligible For Rollover**

Some amounts not eligible for rollover include amounts paid to non-spousal beneficiaries, amounts paid from a non-qualified (after-tax) annuity that is not part of your employer's plan, financial hardship withdrawals, and amounts paid from certain deferred compensation plans. In addition, non-deductible (after-tax) IRA contributions are not eligible for rollover to an employer-sponsored plan.



**Please read the following before proceeding:**

US Life does not accept sales of income annuities in New York that are funded by replacements of deferred annuity contracts or life insurance policies. This includes the American Pathway Immediate Annuity (SPIA) and the American Pathway Deferred Income Annuity (DIA). Sales of these products in New York will only be accepted when a replacement is not involved.

This does not impact our AGL (non-New York) product portfolio or any other products currently offered by our company in the state of New York.

**Note: All New Business submissions should complete the following Definition of Replacement (DOR) form.**

The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

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DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT 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 IT LIKELY TO BE:

(1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED? YES \_\_\_ NO \_\_\_

(2) CHANGED OR 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? YES \_\_\_ NO \_\_\_

(3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE? YES \_\_\_ NO \_\_\_

(4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES? YES \_\_\_ NO \_\_\_

(5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES? YES \_\_\_ NO \_\_\_

(6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID? YES \_\_\_ NO \_\_\_

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH THE IMPORTANT NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. YOU WILL ALSO RECEIVE A COMPLETED DISCLOSURE STATEMENT NO LATER THAN THE TIME YOUR NEW POLICY OR NEW CONTRACT IS DELIVERED.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION: YES \_\_\_ NO \_\_\_

Date: \_\_\_\_\_ Signature of Agent or Broker: \_\_\_\_\_

Contract No. \_\_\_\_\_

The following disclosure is provided pursuant to Section 30.3 of New York Comp. Codes R. & Reg., tit. 11, Pt. 30 (Regulation 194):

\_\_\_\_\_ (“the producer”) is an insurance producer licensed by the 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 will be 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.

\_\_\_\_\_  
Insurance Producer Name (Print)

\_\_\_\_\_  
Insurance Producer (Signature)

\_\_\_\_\_  
Date

I ACKNOWLEDGE THAT I RECEIVED THIS DISCLOSURE FORM.

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Client (Signature)

\_\_\_\_\_  
Date

## Client Profile Form – New York Solicitations Only

### Instructions:

- Complete this form if the contract owner is an individual or a revocable trust.
- This form should be completed using the contract owner’s information. If the contract owner is a revocable trust, use the trust grantor’s information.
- If the contract owner is a non-natural entity, other than a revocable trust, complete Client Profile Form UA1005CPT.
- Check that all questions are answered completely and accurately.
- This form must be completed, signed and dated in order to consider your application.
- Corrections or updates to information on this form must be initialed by the client.

**Incomplete forms will delay processing. Do not leave any questions blank. All responses must be legible.**

If any information provided changes before the contract is issued, you must provide notice to USL. A change in information may require an explanation and further review. You may be asked to verify the accuracy of the information on this form. **Please be aware USL may decline to issue an annuity contract based on the suitability information provided on this form.**

### Section I – Owner Information

1a. Owner Name		1b. Owner Date of Birth	
2a. Joint Owner Name		2b. Joint Owner Date of Birth	
3. Please indicate your experience level with financial, insurance, or investment products: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Moderate <input type="checkbox"/> Extensive			
4. What is your risk tolerance with respect to the purchase of <u>this annuity</u> ? (check one)  <input type="checkbox"/> Conservative <i>I prefer little to no market risk.</i>  <input type="checkbox"/> Moderate <i>I am willing to accept some market risk to achieve higher returns.</i>  <input type="checkbox"/> Aggressive <i>I am willing to accept maximum market risk to achieve maximum returns.</i>		5. What are your financial goals for purchasing <u>this annuity</u> ? (check all that apply)  <input type="checkbox"/> Guaranteed Income <input type="checkbox"/> Education Financing <input type="checkbox"/> Safety of Principal <input type="checkbox"/> Death Benefit/Estate Planning <input type="checkbox"/> Tax Deferral <input type="checkbox"/> Other _____ <input type="checkbox"/> Asset Growth                _____	
6. How long do you anticipate holding this annuity? <input type="checkbox"/> Less than 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> Longer than 10 years			
7. Do you anticipate taking any withdrawals prior to age 59½? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Over 59 ½) <i>(If yes, please explain)</i> _____			
8. Do you anticipate accessing <u>more than</u> the penalty-free amount in any year during the annuity’s surrender charge period? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Single Premium Immediate Annuity (SPIA) or Deferred Income Annuity (DIA)) <i>(If yes, please explain)</i> _____			
9. Do you have any existing life insurance or annuity contracts that were sold to you by the same agent that has recommended this sale? <input type="checkbox"/> Yes <input type="checkbox"/> No			

### Section II – Complete for SPIA or DIA Only

10. Are you selecting the “Lifetime Income Only” payout option? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Fixed or Index Annuity) <b>Note:</b> <i>If yes, no further income payment will be made and this contract will terminate at the death of the annuitant(s).</i>
11. Are you aware that the income annuity being purchased permanently converts your premium to a guaranteed stream of payments and your access to the premium used to purchase the annuity will be restricted? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Fixed or Index Annuity)

### Section III – Financial Information

<p><b>12.</b> What is your total <u>annual</u> household gross income?</p> <p style="text-align: right;">\$ _____ (annual amount)</p>	<p><b>13.</b> Please identify the source(s) of your household income. (check all that apply)</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Employment/Self Employment</td> <td><input type="checkbox"/> Social Security</td> </tr> <tr> <td><input type="checkbox"/> Pension/Retirement Benefits</td> <td><input type="checkbox"/> Annuity</td> </tr> <tr> <td><input type="checkbox"/> Investments</td> <td><input type="checkbox"/> Reverse Mortgage</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Other _____</td> </tr> </table>	<input type="checkbox"/> Employment/Self Employment	<input type="checkbox"/> Social Security	<input type="checkbox"/> Pension/Retirement Benefits	<input type="checkbox"/> Annuity	<input type="checkbox"/> Investments	<input type="checkbox"/> Reverse Mortgage	<input type="checkbox"/> Other _____																													
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<p><b>14.</b> What are your approximate <u>annual</u> household living expenses (include housing, insurance, food, healthcare, taxes, etc.)?</p> <p style="text-align: right;">\$ _____ (annual amount)</p>	<p><b>15.</b> What is your federal income tax bracket?</p> <p><input type="checkbox"/> Less than 15%</p> <p><input type="checkbox"/> 15-28%</p> <p><input type="checkbox"/> Greater than 28%</p>																																				
<p><b>16.</b> After the purchase of this annuity, will you have sufficient cash or other sources of income available for emergencies?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>																																					
<p><b>17.</b> Source of funds for this annuity:</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Savings/Checking/Money Market</td> <td><input type="checkbox"/> Certificate of Deposit (CD)</td> <td><input type="checkbox"/> Home Equity Loan</td> </tr> <tr> <td><input type="checkbox"/> Annuity (Page 3 Required)</td> <td><input type="checkbox"/> Stocks/Bonds/Mutual Funds</td> <td><input type="checkbox"/> Reverse Mortgage</td> </tr> <tr> <td><input type="checkbox"/> Life Insurance (Page 3 Required)</td> <td><input type="checkbox"/> Employer Retirement Plan (401(k), 403(b), Pension, etc.)</td> <td><input type="checkbox"/> Other _____</td> </tr> </table>		<input type="checkbox"/> Savings/Checking/Money Market	<input type="checkbox"/> Certificate of Deposit (CD)	<input type="checkbox"/> Home Equity Loan	<input type="checkbox"/> Annuity (Page 3 Required)	<input type="checkbox"/> Stocks/Bonds/Mutual Funds	<input type="checkbox"/> Reverse Mortgage	<input type="checkbox"/> Life Insurance (Page 3 Required)	<input type="checkbox"/> Employer Retirement Plan (401(k), 403(b), Pension, etc.)	<input type="checkbox"/> Other _____																											
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<p><b>18. Complete the Asset Inventory below:</b> Please provide the total value for each asset type below for the household, <b>after the purchase of this annuity</b>. If you do not own a specific asset type, please complete with \$0. All asset(s) below left blank will be assumed to have a value of \$0.</p> <p><b>Expected Premium Amount for this Annuity:</b> _____ (Exclude Premium Amount from the grid below)</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #cccccc;"> <th style="width:25%;">Non-Qualified Asset Types</th> <th style="width:25%;">Value</th> <th style="width:25%;">Non-Qualified Asset Types</th> <th style="width:25%;">Value</th> </tr> </thead> <tbody> <tr> <td>a. Cash/Checking/Savings/Money Market/CD</td> <td>\$ _____</td> <td>b. Real Estate Equity (excluding primary residence)</td> <td>\$ _____</td> </tr> <tr> <td>c. Stocks/Bonds</td> <td>\$ _____</td> <td>d. Life Insurance Cash Value</td> <td>\$ _____</td> </tr> <tr> <td>e. Non-Qualified Mutual Funds (exclude Class B funds subject to deferred sales charges)</td> <td>\$ _____</td> <td>f. Non-Qualified Class B Mutual Funds (subject to deferred sales charges)</td> <td>\$ _____</td> </tr> <tr> <td>g. Non-Qualified Annuities subject to surrender penalties</td> <td>\$ _____</td> <td>h. Non-Qualified Annuities <u>not</u> subject to surrender penalties</td> <td>\$ _____</td> </tr> <tr style="background-color: #cccccc;"> <th>Qualified Asset Types</th> <th>Value</th> <th>Qualified Asset Types</th> <th>Value</th> </tr> <tr> <td>i. Qualified Mutual Funds (exclude Class B funds subject to deferred sales charges)</td> <td>\$ _____</td> <td>j. Class B Qualified Mutual Funds (subject to deferred sales charges)</td> <td>\$ _____</td> </tr> <tr> <td>k. Qualified Annuities subject to surrender penalties</td> <td>\$ _____</td> <td>l. Qualified Annuities <u>not</u> subject to surrender penalties</td> <td>\$ _____</td> </tr> <tr> <td>m. Other Qualified Plans (401(k), 403(b), 457, Pension, IRAs, etc.)</td> <td>\$ _____</td> <td></td> <td></td> </tr> </tbody> </table>		Non-Qualified Asset Types	Value	Non-Qualified Asset Types	Value	a. Cash/Checking/Savings/Money Market/CD	\$ _____	b. Real Estate Equity (excluding primary residence)	\$ _____	c. Stocks/Bonds	\$ _____	d. Life Insurance Cash Value	\$ _____	e. Non-Qualified Mutual Funds (exclude Class B funds subject to deferred sales charges)	\$ _____	f. Non-Qualified Class B Mutual Funds (subject to deferred sales charges)	\$ _____	g. Non-Qualified Annuities subject to surrender penalties	\$ _____	h. Non-Qualified Annuities <u>not</u> subject to surrender penalties	\$ _____	Qualified Asset Types	Value	Qualified Asset Types	Value	i. Qualified Mutual Funds (exclude Class B funds subject to deferred sales charges)	\$ _____	j. Class B Qualified Mutual Funds (subject to deferred sales charges)	\$ _____	k. Qualified Annuities subject to surrender penalties	\$ _____	l. Qualified Annuities <u>not</u> subject to surrender penalties	\$ _____	m. Other Qualified Plans (401(k), 403(b), 457, Pension, IRAs, etc.)	\$ _____		
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<p><b>19.</b> Will the purchase of this annuity prevent you from meeting any financial liabilities and/or obligations (including mortgage loans, auto loans, credit card debt, insurance premiums, etc.)?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>(If yes, please explain) _____</p>																																					
<p><b>20.</b> Are you purchasing this annuity in order to qualify, 'spend down' or become eligible for any needs-based governmental benefit program, such as Medicaid or a veteran's benefit (exclude Social Security and Medicare)?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>(If yes, please explain) _____</p> <p><b>Note:</b> USL annuity products are not designed with the intent of satisfying the requirements of 'spend down' strategies typically associated with qualifying for needs-based governmental benefit programs, such as Medicaid or veteran's benefits.</p>																																					
<p><b>21.</b> Do you expect significant changes in your financial situation or needs, annual income, existing assets, liquidity needs, liquid net worth or tax status during the surrender charge period?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>(If yes, please indicate whether any of the financial information provided above will be impacted.) _____</p>																																					



### Section IV – Replacement Information

**22.** Will the purchase of this annuity result in a replacement of an existing annuity contract or life insurance policy?  
 Yes       No (If no, skip questions 23-25)  
**Note:** USL does not accept deferred annuity to single premium immediate annuity (SPIA) or deferred income annuity (DIA) replacements.

**23.** Please indicate the type of replacement taking place:  
 Annuity to Annuity (**complete the table below**)       Life Insurance to Annuity (skip the table below)

**24.** Excluding this replacement, have you had any other annuity exchange or replacement within the past 36 months?  
 Yes       No

**COMPLETE TABLE IF THIS IS AN ANNUITY-TO-ANNUITY REPLACEMENT ONLY**

Please complete this section in its entirety. If requested information is unknown, contact your existing annuity company. If information is not applicable, fill in "not applicable" or "N/A".

If replacing more than one contract, completely fill in the information for each replacement. If replacing more than two contracts, complete additional charts. The owner(s) and agent(s) should sign and date the additional paperwork.

**Please Note:** In addition to the replacement information provided below, USL will utilize the information provided on the completed Regulation 60 Disclosure Form to evaluate the suitability of the replacement.

Existing Annuity Contract Information		Existing Contract #1	Existing Contract #2
a.	Company Name		
b.	Contract Number		
c.	Annuity Type (Fixed, Index or Variable)		
d.	Contract Issue Date		
e.	Current Contract Value	\$ _____	\$ _____
f.	Death Benefit Value	\$ _____	\$ _____
g.	Actual or Estimated Amount Being Transferred to USL	\$ _____	\$ _____
h.	Surrender Charge or Penalty Assessed on Amount Being Transferred	\$ _____	\$ _____
i.	Market Value Adjustment (MVA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
j.	Estimated MVA amount that will apply (if none, list \$0). Indicate if the MVA amount will be added (+) to or subtracted (-) from the amount being transferred as listed above.	\$ _____	\$ _____
k.	Living Benefit or Income rider? (GLWB, GMWB, GMIB, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
l.	Fixed Annuity Interest Rates (Include Fixed Account where applicable for Variable and Index Annuities)	Current: _____% Minimum: _____%	Current: _____% Minimum: _____%
m.	Same selling agent on existing contract and new contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**25. Reasons for Replacement:** Please check the factors that support the reason for replacing the existing annuity and provide specific details to support the rationale for the replacement below.

Higher Income       Higher Interest Rates       Index Crediting Strategies       Safety of Principal       Reduce Market Risk  
 Income Features       Consolidation       Growth Potential       Reducing Fees       Diversification  
 Higher Death Benefit Value       Other (please specify): \_\_\_\_\_

**Section V – Agent Acknowledgement and Disclosures**

<p><b>26.</b> Did you inform the client about the applicable features and the potential consequences of the sales transaction, both favorable and unfavorable, including but not limited to the following?</p> <table border="0"> <tr> <td>a. Surrender period and surrender charge</td> <td>h. Limitations on interest returns</td> </tr> <tr> <td>b. Index crediting features</td> <td>i. Potential charges for and features of riders</td> </tr> <tr> <td>c. Availability of cash value</td> <td>j. Guaranteed interest rates</td> </tr> <tr> <td>d. Riders and rider fees</td> <td>k. Potential tax implications associated with various transactions</td> </tr> <tr> <td>e. Investment advisory fees</td> <td>l. Any differences in fee-based and commission-based versions of the policy</td> </tr> <tr> <td>f. Non-guaranteed elements</td> <td></td> </tr> <tr> <td>g. Policy exclusion or restrictions</td> <td></td> </tr> </table>	a. Surrender period and surrender charge	h. Limitations on interest returns	b. Index crediting features	i. Potential charges for and features of riders	c. Availability of cash value	j. Guaranteed interest rates	d. Riders and rider fees	k. Potential tax implications associated with various transactions	e. Investment advisory fees	l. Any differences in fee-based and commission-based versions of the policy	f. Non-guaranteed elements		g. Policy exclusion or restrictions		<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
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g. Policy exclusion or restrictions															
<p><b>27.</b> If this purchase will result in a replacement of an existing life insurance or annuity policy, have you determined that the replacement will result in a benefit to the client over the life of the new product, especially considering the following?</p> <table border="0"> <tr> <td>a. Increases or decreases in premium or fees</td> <td>g. Commencement of new surrender period</td> </tr> <tr> <td>b. Changes in coverage duration</td> <td>h. Addition or loss of existing benefits (such as death, living and/or other contractual benefits)</td> </tr> <tr> <td>c. Changes to death benefit</td> <td>i. Be subject to increased fees, investment advisory fees, premium loads or charges for riders and similar product enhancements</td> </tr> <tr> <td>d. Changes to income amount</td> <td>j. The completed Regulation 60 Disclosure paperwork</td> </tr> <tr> <td>e. Potential surrender charges</td> <td></td> </tr> <tr> <td>f. Potential tax implications associated with various transactions</td> <td></td> </tr> </table>	a. Increases or decreases in premium or fees	g. Commencement of new surrender period	b. Changes in coverage duration	h. Addition or loss of existing benefits (such as death, living and/or other contractual benefits)	c. Changes to death benefit	i. Be subject to increased fees, investment advisory fees, premium loads or charges for riders and similar product enhancements	d. Changes to income amount	j. The completed Regulation 60 Disclosure paperwork	e. Potential surrender charges		f. Potential tax implications associated with various transactions		<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><input type="checkbox"/> N/A (Not a Replacement, skip question 28 below)</p>		
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<p><b>28. For Replacements Only:</b> Other than potential reduction of liquidity, explain whether any features or benefits of the existing life insurance or annuity policy will be lost or reduced upon the issuance of the new annuity. For example, consider the items below:</p> <ul style="list-style-type: none"> <li>Income available to the client (including annuitization), or guaranteed interest rates (GMIR)</li> <li>Impact to features such as living benefit, living benefit base value, death benefit, death benefit base values, other riders, etc.</li> </ul>															
<p><b>29.</b> Before recommending this annuity, did you disclose to the client the limitations, if any, you have on the types of financial products you can offer?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>														
<p><b>30.</b> Did you provide the required compensation disclosures to the client?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>														
<p><b>31. Basis of Recommendation:</b> Answer the following questions related to the basis for your recommendation. Be sure to include <u>client-specific and product-specific</u> information that supports your explanation. If more space is needed, a separate page can be used. If a separate page is used, the client should initial the additional explanation page(s).</p> <p>a. Explain the reasons for recommending this product, including how the client intends to use the new annuity contract.</p> <p>b. Explain why the current account or investment cannot meet the applicant's goals/objectives. If the client is replacing an existing life insurance or annuity policy, provide specific details about the comparison of the two products (For example, include interest rate comparison, income amount or income potential comparison, etc.). This should support the reasons for recommending listed above.</p>															
<p><b>32.</b> Did you utilize financial analysis software or an annuity product evaluation tool to assist with your recommendation of this annuity?</p> <p><i>If yes, did you utilize commercial software, proprietary software, or another strategy to determine the product was in the client's best interest?</i></p> <p><input type="checkbox"/> Commercial Software                      <input type="checkbox"/> Proprietary Software                      <input type="checkbox"/> Other</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>														

## Section V – Agent Acknowledgement and Disclosures (Continued)

<b>By signing this form, I acknowledge the following:</b>	
<ul style="list-style-type: none"> <li>To the best of my knowledge and belief, the information on the form is true, complete and was obtained prior to the purchase of the annuity.</li> <li>My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the prevailing circumstances.</li> <li>In my professional opinion, the recommended annuity is suitable and in the client's best interest.</li> <li>My recommendation was not influenced by any compensation or incentives I would receive as a result of this annuity sale.</li> <li>Upon request, I will provide USL with supporting documentation regarding the basis of my recommendation as well as any applicable disclosures, including the compensation disclosure.</li> </ul>	
Agent's Signature	Agent's Signature Date
Broker/Dealer, Firm, or Affiliation Name	

## Section VI – Client Acknowledgement and Disclosures

33. Has your agent informed you about the applicable features of the annuity, as well as any advantages and disadvantages of the recommendation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
34. If this purchase will result in a replacement of an existing life insurance or annuity policy, has your advisor explained the advantages and disadvantages of replacing the existing product with this annuity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Not a Replacement)
35. Do you understand and are you willing to accept the "non-guaranteed" elements described below for the annuity you are purchasing? <b>For Fixed Annuity Only:</b> Your initial interest rate is only guaranteed for an initial guaranteed rate period, after which a renewal rate will be declared on an annual basis, subject to minimum guarantees. <b>For Fixed Index Annuity Only:</b> The initial interest rates, rate caps, and participation rates are not guaranteed for the life of the contract, and renewal rates will be declared on an annual basis after the initial period, subject to minimum and maximum guarantees.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (SPIA/DIA)
36. Has your agent informed you of how he/she gets compensated and/or is incentivized for selling you this annuity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>By signing this form, I acknowledge the following:</b>	
<ul style="list-style-type: none"> <li>To the best of my knowledge and belief, the information I provided to my agent and shown above is true, complete and was obtained prior to my signature below and the purchase of this annuity.</li> <li>I understand that my failure to provide true and complete information may affect the ability of my agent and USL to determine the suitability of the product being applied for and may limit the protection provided by regulations regarding suitability of the annuity being purchased.</li> <li>I believe the annuity being applied for is suitable and in my best interest according to my financial needs and objectives.</li> <li>I was provided the basis of the recommendation from my agent (summary provided on the previous page).</li> <li><b>For Fixed Index Annuities and Fixed Annuities Only:</b> I understand that withdrawals of contract values during the withdrawal charge period will be subject to a surrender charge if they exceed penalty-free withdrawal amounts.</li> <li><b>For Single Premium Immediate Annuity (SPIA) or Deferred Income Annuity (DIA) Only:</b> I understand that, with limited exceptions, I am permanently converting my premium into an income stream.</li> </ul>	
Owner's Signature	Owner's Signature Date
Joint Owner's Signature	Joint Owner's Signature Date

# The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871  
Overnight Mailing Address: Annuity Service Center • 1050 North Western Street • Amarillo, TX 79106-7011  
www.aig.com/annuities • 877-289-0256

## American Pathway® Fixed 5 & 7 Annuity Owner Acknowledgment

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This is a summary of the provisions of your annuity, but it is not a part of your Contract. Your annuity Contract contains complete details. Your Contract may include one or more riders or endorsements containing additional terms affecting how the Contract may work. You should carefully read the entire Contract, including all rider and endorsements attached to the Contract.

**General Description:** The American Pathway Fixed 5 & 7 Annuity is a single premium fixed deferred annuity issued and guaranteed by The United States Life Insurance Company in the City of New York (*US Life or the Company*). Guarantees are backed by the claims-paying ability of US Life. This annuity Contract may be used to save money for retirement and to receive retirement income for life. It is not meant to be used to meet short-term financial goals.

**RIGHT to Examine the Contract (*Free Look*):** You may review your annuity Contract for a specified number of days following your purchase, as shown on page one of your Contract. If you decide during that time that you do not want the Contract, please contact our Annuity Service Center or your financial professional for a refund of your premiums, less any withdrawals. Please see the Right to Examine provision on page one of your Contract to learn more about your specific free look period.

**Premium Guarantee:** The Return of Premium Guarantee, if chosen, provides that your value at cancellation will be equal to or greater than your premium(s) paid less any previous net withdrawals of interest or premium (*gross withdrawals adjusted for any applicable withdrawal charges*). If you do not elect the Optional Return of Premium Guarantee, withdrawals made during the Withdrawal Charge period could result in your receiving less than the premium(s) paid.

**Initial Interest Guarantee Term and Subsequent Guaranteed Rates:** The Initial Interest Guarantee Term (*Initial Term*) is the period of time for which the initial interest rate is guaranteed. If you chose a one-year Initial Term which includes a premium enhancement, the Company will credit your annuity, on the Contract Date, a one-time dollar amount addition to your beginning Contract Value which is equal to a percentage of your premium. For example, if your premium is \$100,000 and the premium enhancement is equal to 1.0%, then on the Contract Date, the Company would credit your premium with \$1,000 resulting in a beginning Contract Value of \$101,000. This amount will then earn interest at the rate specified for the Initial Term.

If you chose a three-year Initial Term, then the initial interest rate may be increased by a rate enhancement, resulting in a higher interest rate during the Initial Term. Initial Interest rates may also be higher for contracts funded with higher premium amounts. Any such interest rate increases will be credited during the Initial Term only. After the Initial Term, AGL will declare an annual renewal interest rate each contract year, which will not include any enhancement.

You may obtain current initial interest rates and premium enhancements from your financial professional but your actual initial rates and premium enhancement will be determined when your Contract is issued and shown on your Contract Data Page along with the Initial Term length you selected. After the Initial Term, the Company will declare an annual interest rate upon each contract anniversary, and this rate will never be lower than the Minimum Guaranteed Interest Rates as defined in your Contract.

The renewal rates for contracts with an interest rate or premium enhancement, and/or a higher initial interest rate associated with higher premium amounts, may be set to the same level as renewal interest rates for contracts without any such enhancements or higher rates. Factors that influence the declared renewal rate include, but are not limited to, the level of US treasury rates, credit spreads on corporate bonds and other fixed income instruments, company asset-liability matching strategies, the length of the contract withdrawal charge period and the number of years since your annuity Contract was issued.

The interest rates mentioned above are annual effective rates. To achieve these rates, the Contract Value at the beginning of each Contract Year must be left in the annuity for a full year without any withdrawals. Interest is credited and compounded daily (*based on a 365 day year*).

Your Contract Value on any given day equals (a) your premium(s), (b) minus any prior withdrawals and related charges, (c) plus credited interest at the rates described above.

**Minimum Guaranteed Interest Rate:** The minimum guaranteed interest rates applicable to your Contract are shown on your Contract Data Page. The minimum guaranteed interest rate applicable to your Contract during the withdrawal charge period may be higher than the minimum guaranteed rate applicable in subsequent years. You can obtain the minimum guaranteed interest rates for currently issued contracts from your financial professional but your actual minimum guaranteed interest rates will be determined when your Contract is issued, and will not change.

**Withdrawal Privileges:** After 30 days from the Contract Date, you may take multiple penalty-free withdrawals each Contract year not exceeding in total the greater of (1) the accumulated interest earned or (2) up to 15% of the previous anniversary Contract Value. If you do not use all of the 15% penalty-free withdrawal percentage in a Contract year, you may carry over the unused portion (*up to 5%*) to the next Contract year, increasing the annual withdrawal up to a maximum of 20% of the previous anniversary Contract Value. The minimum withdrawal amount is \$250 (*\$100 for systematic withdrawals*) and the minimum amount that must remain in your annuity is \$2,000.

Withdrawals in excess of permitted penalty-free withdrawals are subject to a withdrawal charge during the withdrawal charge period. These withdrawals, along with any withdrawal charge(s) will be deducted from your Contract Value.

**5-Year Early Withdrawal Charge Schedule**

Contract Year	1	2	3	4	5	Thereafter
Charge	9%	8%	7%	6%	5%	0%

*(% of Excess Amount Withdrawn)*

**7-Year Early Withdrawal Charge Schedule**

Contract Year	1	2	3	4	5	6	7	Thereafter
Charge	9%	8%	7%	6%	5%	4%	2%	0%

*(% of Excess Amount Withdrawn)*

**Withdrawal Charge Waivers:** The following riders allow you to make withdrawals without a withdrawal charge when certain conditions are met. There is no charge for these riders. Details about utilizing the riders, including qualifying conditions and waiting periods, are set forth in the riders. These riders may not be available in all states and may vary by state.

- **Extended Care Rider:** The Owner must receive Extended Care for at least 90 consecutive days, beginning after the second Contract Year.
- **Terminal Illness Rider:** The Owner must be initially diagnosed with a Terminal Illness after the Contract Date. Only one partial withdrawal or a full withdrawal is permitted.

**Income Plans:** An income plan allows you to use your annuity to create guaranteed income for life or for a specified period. An income plan may be elected any time after 13 months from the Contract Date. The amount applied to fund the Income Plan will be equal to the Contract Value. Income payments will start when the Owner reaches age 95 unless an earlier date is elected. Available income plan options include:

- **Life Income**
- **Joint and Survivor Life Income**
- **Joint and Survivor Life Income with 10 or 20 Years Guaranteed**
- **Life Income with 10 or 20 Years Guaranteed**
- **Fixed period**

The minimum income payment amount is \$20. Once payments begin, the income plan option cannot be changed.

**Death Benefits:** A death benefit will be paid to the named Beneficiary upon an Owner's death before an income plan begins. The death benefit is equal to the Contract Value (*no withdrawal charge is applied*).

**Tax Status and Income Tax Consequences:** Taxable withdrawals from your Contract may be subject to federal and state income taxes. Tax rules vary depending on whether the Contract is offered under an employer's tax-qualified retirement program, an individual retirement plan, or is instead a non-qualified contract. Withdrawals from an annuity contract under a tax-qualified retirement program or an individual retirement plan are generally reported to the IRS as fully taxable, and withdrawals from a non-qualified annuity contract are generally reported to the IRS as taxable to the extent of untaxed earnings in the annuity. Taxable withdrawals from your Contract prior to age 59 ½ are generally subject to a 10% federal early withdrawal penalty. Effective January 1, 2013, certain contract owners may be subject to an additional net investment income tax (NIIT) on income received from non-qualified annuities. Distributions from certain qualified contracts (*such as annuities under tax-qualified retirement programs and traditional and Roth IRAs*) are generally not subject to NIIT. You should consult your tax advisor regarding your specific situation.

Tax-qualified contracts such as IRAs, 401(k) s, etc. are tax deferred regardless of whether or not they are funded with an annuity. If you are considering funding a tax-qualified retirement plan with an annuity, you should know that an annuity does not provide any additional tax-deferred treatment of earnings beyond the treatment by the tax-qualified retirement plan itself. However, annuities do provide other features and benefits such as income options.

For tax-qualified contracts, the Internal Revenue Code (IRC) requires that you begin withdrawing assets from your tax-qualified annuities when you reach age 72. These are known as Required Minimum Distributions or RMDs. The annual RMD amount must generally be taken by December 31 each year. The Company is not responsible for the satisfaction of RMDs. We recommend that you consult with your tax advisor as to your obligations with regard to the RMD distributions from the Contract. Note: Roth IRAs are not subject to RMD during the lifetime of the Roth IRA owner.

**Annual Statements:** A statement of your Contract will be provided at least once each Contract year.

<p style="text-align: center;"><b>Not a deposit   Not insured by any federal government agency</b> <b>May lose value   No bank or credit union guarantee   Not FDIC/NCUA/NCUSIF insured</b></p>
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**Owner(s) Certification:** By signing below, I (*I denotes the Owner and Joint Owner, if applicable*) acknowledge and attest that:

1. I (a) have read, or been read, and understand the information contained in this document, (b) have received a copy of this Owner Acknowledgment.
2. I understand that, during the withdrawal charge period, the Contract will be subject to withdrawal charges. This may result in a partial loss of premium and any interest credits earned previously unless I elected the premium guarantee;
3. I understand that incentive compensation may be paid to my financial professional in connection with the sale of this product; and
4. I agree that this product meets my individual needs, and I do not knowingly have need of these funds except for those provided for within the time frames of the withdrawal charge period;
5. I had the Contract and the basis for the recommendation explained to me by my financial professional, with opportunity to ask questions, and that I make this purchase with a full understanding of the material features, benefits and terms of the Contract; and.
6. I understand that the Company offers several different types of fixed annuity contracts to meet the diverse needs of applicants. I further understand that other contracts available may provide different features and benefits offered with different rates and/or charges. When working with my financial professional to determine the best product to meet my needs, I have considered among other things, whether the features and benefits of this annuity contract and the related rates and charges provide the most appropriate package to help me meet my retirement savings goals.

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OWNER'S NAME (Please Print)

---

OWNER'S SIGNATURE

---

DATE

---

JOINT OWNER'S NAME, IF ANY (Please Print)

---

JOINT OWNER'S SIGNATURE, IF ANY (Please Print)

---

DATE

**Financial Professional Certification:** I have provided accurate information to the Owner(s) regarding this annuity.

**My recommendation:** (a) was made with care, skill, and diligence that a person acting in a like capacity and familiar with such matters would use under the prevailing circumstances, if required under relevant state law; and (b) was not influenced by any compensation or incentives I would receive as a result of this annuity sale.

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FINANCIAL PROFESSIONAL'S NAME (Please Print)

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FINANCIAL PROFESSIONAL'S SIGNATURE

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DATE

**The United States Life Insurance Company in the City of New York (USL)**

Address mail to:  
Annuity Service Center

**Regular Mail**  
P.O. Box 871  
Amarillo, TX 79105-0871

**Overnight Mail**  
1050 North Western Street  
Amarillo, TX 79106-7011

☎ 1-800-424-4990  
FAX: 806-378-3428  
Email: aigannuityservice@aig.com  
Website: aig.com/annuities

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**New York Regulation 187**  
**Suitability and Best Interests in Life Insurance and Annuity Transactions**  
**Agent Certification**

**Acknowledgements**

By signing below, I certify:

- I have reviewed the owner's financial situation and needs, including the financial resources used for the funding of the policy and the owner's financial time horizon, including duration of existing liabilities and obligations, and have determined that the owner has the financial ability to meet the financial commitments under the policy.
- It is my reasonable belief that based on the information the owner provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for, based on my recommendation, meets the owner(s)' insurance needs and/or financial objectives.
- I have informed the owner of various features of the policy and potential consequences of the sales transaction, both advantages and disadvantages, and the basis of the recommendation. I represent that I have delivered the appropriate product prospectuses and any supplements for the variable annuity, or the Owner Acknowledgement and Disclosure Statement, and other related materials such as the compensation information regarding the manner in which I am compensated for the sale and servicing of this product, and have used only current, carrier-approved sales material.
- My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the circumstances prevailing.
- I understand that I must act in the best interest of the owner. I only considered the interests of the owner when making the recommendation to purchase this annuity. I may receive a commission from, or have another financial interest in, the recommended transaction. However, my recommendation is based solely on the owner's financial interests.

Contract Number, if available \_\_\_\_\_

Applicant's Name and SSN \_\_\_\_\_

Agent's Signature \_\_\_\_\_

Agent's Name (*print*) \_\_\_\_\_

Agent's ID Number \_\_\_\_\_

Firm Name, if applicable \_\_\_\_\_



The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871  
Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

STATE OF NEW YORK  
ADDITIONAL  
COMPENSATION  
DISCLOSURE

Contract No. \_\_\_\_\_

The following disclosure is provided pursuant to Section 30.3 of New York Comp. Codes R. & Reg., tit. 11, Pt. 30 (Regulation 194):

\_\_\_\_\_ (“the producer”) is an insurance producer licensed by the State of New York and employed by a selling firm. Typically, the producer receives a portion of the compensation The United States Life Insurance Company in the City of New York pays to the producer’s selling firm, pursuant to a separate agreement between the selling firm and the producer and their internal compensation program. The United States Life Insurance Company in the City of New York is not involved in determining the amount of compensation that a producer receives from the selling firm.

The producer compensation in the form of commission is based on the amount of annuity contributions made by you and the commission rate established in the producer’s contract with his/her selling firm. The amount of commission paid to the producer is not deducted from your annuity contributions. The actual amount of commission is not known until your annuity contributions are received by The United States Life Insurance Company in the City of New York.

The producer has no material ownership interest in the issuer of your insurance contract, The United States Life Insurance Company in the City of New York or its parent or any of its subsidiaries or affiliates.

The United States Life Insurance Company in the City of New York, its parent, subsidiaries or affiliates do not have material ownership in the producer.

If alternative quotes were obtained with respect to the insurance contract, such information concerning coverage, premium and compensation is set forth herein or noted as not applicable:

\_\_\_\_\_.

The producer is prohibited by law from altering the amount of compensation received based in whole or in part on the sale.

I expect to receive \_\_\_\_\_% of the total annuity contributions as compensation. (If unknown, provide reasonable estimate.)

I expect to receive an amount equal to \$\_\_\_\_\_ as compensation. (If unknown, provide reasonable estimate.)

\_\_\_\_\_  
Insurance Producer Name (Print)

\_\_\_\_\_  
Insurance Producer (Signature)

\_\_\_\_\_  
Date

I ACKNOWLEDGE THAT I RECEIVED THIS DISCLOSURE FORM.

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Client (Signature)

\_\_\_\_\_  
Date

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## 1 Account Information *(Indicate one of the following)*

This form is being completed for an:

- Existing life insurance policy     Existing annuity contract     Existing Mutual Fund Account

Existing policy/contract/account Number: \_\_\_\_\_

- Application for life insurance policy     Application for an annuity contract

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## 2 Trust Information

Full legal name of Trust \_\_\_\_\_

Name of Trust Settlor \_\_\_\_\_

Date on which Trust was executed \_\_\_\_\_

Trust's tax identification number \_\_\_\_\_

State where Trust established \_\_\_\_\_

Trust is  Irrevocable or  Revocable: Name of Person who can revoke \_\_\_\_\_

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## 3 Tax Treatment Information *(complete only for annuities and modified endowment contracts)*

Under Section 72(u) of the Internal Revenue Code, an annuity contract held by a trust is generally not eligible for tax deferral for federal income tax purposes. Instead, earnings under the contract may be taxed each year, even if the earnings are not withdrawn or distributed. Exceptions may apply, such as if the trust is (i) a Grantor Trust under IRC Sections 671-678 (ii) a Non-Grantor Trust where all trust beneficiaries, including those who have a remainder and reversionary interest, are individuals.

a) Is this a Grantor Trust?     Yes     No

b) If this is a Non-Grantor Trust, are all beneficiaries, including those who have a remainder and reversionary interest, individuals?  
 Yes     No

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## 4 Trustee(s) Authority

Names of all Trustee(s) authorized to act on behalf of the Trust \_\_\_\_\_

If more than one Trustee(s):

- Any Trustee is able to act independently     All Trustee(s) must act jointly     Other (please specify) \_\_\_\_\_

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## 5 Trustee(s) Declaration and Signature Information

All currently acting Trustee(s) must sign. This form, if received by the insurance company named above ("Life Company") in good order, will supersede any previously provided certifications.

- (a) represent they constitute all of the currently acting Trustee(s) of the Trust and that the Trust authorizes the Trustee(s) to purchase, own, and administer life insurance policies and/or annuity contracts on the life of the Insured(s)/Annuitant(s);
- (b) declare that the Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect and agree to provide a new Certification of Trust if the Trust is amended in any manner that changes any representations made in this Certificate, including any changes to the acting Trustee(s);
- (c) understand and agree that the Life Company (i) does not review trust documents, (ii) will administer the policy or contract in accordance with its standard procedures and has no obligation to administer in accordance with any terms of the Trust, (iii) may rely on the instructions and representations of the Trustee(s), and (iv) will have no responsibility to determine whether any instructions or representations of the Trustee(s) are consistent with the authorities granted to the Trustee(s) by the Trust document;
- (d) agree to defend, indemnify and hold the Life Company, its parents, subsidiaries, and affiliates, and their directors, officers, employees and agents harmless for and against any and all claims, demands, liabilities, damages, costs or expenses, including, but not limited to, reasonable attorney's fees, which it may suffer or incur by reason of its reliance upon any statements contained herein;
- (e) agree the mailing address on record with the Life Company is correct and agree to provide additional information regarding the Trust if required by the Life Company;
- (f) acknowledges that the Trustee(s) have had an opportunity to consult with its own legal and/or tax counsel in preparation of the Certification of Trust and that the Trustee(s) are solely responsible for the tax consequences arising from this policy/contract being held by a trust;
- (g) represent that no Trustee(s) of the Trust is an agent of record, servicing agent, solicitor, insurance producer, financial representative, investment advisor or related financial institution, broker/dealer or insurance agency or any individual or entity acting in a similar capacity involved in the sale, solicitation or placement of this policy/contract (such individuals and entities collectively "Distributor"), unless such Distributor is a member of Insured's/Annuitant's immediate family;\*

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**5 Trustee(s) Declaration and Signature Information** *(continued)*

(h) represent and certify that (i) the Trust and each beneficiary under the Trust has an insurable interest\*\* in the Insured(s)/Annuitant(s) listed on this form, (ii) is not aware of any agreement or arrangement whereby the Insured(s)/Annuitant(s) has received a payment or anything else of value in exchange for permission to use his/her life on the policy/contract, and (iii) understand that the Life Company reserves the right to terminate the contract consistent with applicable law if it discovers a misstatement with respect to the insurable interests between the Trust and the Insured(s)/Annuitant(s).

This paragraph (h) does not apply because:

- Trust was designated as beneficiary for an Individual Retirement Annuity and/or employer sponsored retirement plan or program (such as 401(a)/(k), 403(b), or 457(b)).  Other \_\_\_\_\_

*\* If Distributor is a member of Insured's/Annuitant's immediate family, then such Distributor and the Insured/Annuitant must complete the Acknowledgment and Release section at the bottom of this form.*

*\*\* Generally, an interest is insurable if a familial relationship and/or economic interest exists. A familial relationship can only exist between individuals, and the relationship generally includes those persons related by blood or by law. An economic interest exists when the contract owner has a lawful and substantial economic interest in having the life, health, or bodily safety of the life that triggers the death benefit preserved. Charitable and not-for-profit organizations are exempt from insurable interest requirements.*

If space for additional Trustee(s) is needed, please attach a separate page.

**Trustee #1**

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_ Phone \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Trustee #2**

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_ Phone \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Trustee #3**

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_ Phone \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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**6 Trustee(s) Declaration and Signature Information** *(This section not required where owner/annuitant designates a trust as beneficiary for an Individual Retirement Annuity and/or employer-sponsored retirement plan or program (such as 401(a)/(k), 403(b) or 457(b) or (2) with a permissible explanation under Section 5(h) of this form.)*

By signing below, each and all of the undersigned hereby:

- (a) certifies that his/her life is being used as the Insured for the life insurance policy or measuring life for the annuity contract, as applicable, and consents to the use thereof;
- (b) certifies that he/she has not entered into any agreement or arrangement whereby he/she has been paid, or received any other benefit, in exchange for permission to use his/her life for the life insurance policy or annuity contract, as applicable. Such an arrangement or agreement may be deemed a fraudulent act.

Insured/Annuitant Name \_\_\_\_\_

Insured/Annuitant's Signature \_\_\_\_\_ Date \_\_\_\_\_