

You can mail or fax these forms to:

3825 Electric Road  
Roanoke, VA 24018  
Fax: 212-624-0840

## NY FIXED INDEXED ANNUITY (SAFE SOLUTION®) APPLICATION CHECKLIST

Please follow this checklist so we can process the application without delay.

- Application (S-APPFIAENY16) (Required)**
  - Must be completed and signed by Owner, Joint Owner (if applicable) and Agent.
  - Premium Receipt (last page) must be signed and copy given to client if payment received.
- Annuity Suitability Profile (S-ASPANNENY21) (Required)**
  - See “Annuity Suitability Profile – Tip Sheet” cover page for instructions.
  - Must be completed in full and signed by Owner and Agent (see Tip Sheet for Joint Owner instructions)
- NY Best Interest Supplement Form (S-ASPANNENY21 - Supplement) (Required)**
  - Must be completed and signed by Owner and Agent.
  - Submit 1 copy with the application; leave 1 copy with Owner.
- Safe Solution Annuity Disclosure Statement (S-DISSSAENY20) (Required)**
  - Complete current rate, Specified Rate and Index Cap information and review form with customer.
  - Must be signed by Owner, Joint Owner (if applicable), and Agent
  - Submit 1 copy with the application; leave 1 copy with each Owner.
- Trust Acknowledgement and Certification (C-TCFANNECW18) (Required if Owner is a Trust)**
  - Must be completed and signed by authorized Trustee(s).
  - Not all Trusts accepted, subject to Company approval.
- Certification for Corporate Entity Ownership (C-CCOANNECW19) (Required if Owner is an Entity Other than a Trust)**
  - Must be completed and signed by authorized signer.
  - Not all Corporate Entities accepted, subject to Company approval.
- Definition of Replacement (Appendix 11) (S-R60A11ENY15) (Required)**
  - Owner must complete information on page 1.
  - Must be signed by Owner, Joint Owner (if applicable) and Agent.
  - Submit 1 copy with the application; leave 1 copy with Owner(s).
- Replacement Authorization Form (S-R60ATHENY16) (Required if a Replacement)**
  - Must be completed and signed by Owner, Joint Owner (if applicable), and Agent.
- Important Notice Regarding Replacement, App C (S-R6010CENY15) (Required if a Replacement)**
  - Must be reviewed and signed by Owner and Joint Owner (if applicable).
  - Submit 1 copy with application; leave 1 copy with Owner(s).
- Sales Material Checklist (S-R60LSTENY22\_Annuity) (Required if a Replacement)**
  - Must be completed by Agent.
- Regulation 194 Mandatory Initial Disclosure (Required)**
  - Submit 1 copy with the application; leave 1 copy with Owner(s).

- **Customer Identification Form Notice (CIP-GEM 14) (Required)**
  - Leave copy with customer.
- **1035 Exchange and Transfer/Rollover Form (C-ATH035ECW20) (Required for exchanges/rollovers/transfers)**
  - Section 1 must be completed for all applications.
  - For Sections 2 through 4, complete only one section based on type of transaction.
  - Sections 5 through 8 must be completed for all applications.
  - Must be signed by Owner, Joint Owner (if applicable), Annuitant (if required), third-party witness, any Irrevocable Beneficiary under the contract to be exchanged, rolled over or transferred, and owner's spouse (if not the primary beneficiary).
  - Must be reviewed and signed by Owner and Joint Owner (if applicable).
  - Submit 1 copy with application; leave 1 copy with Owner.
- **Non-Resident Sales Verification Form (C-NRVGENECW21)**
  - Use if Applicant applies for insurance in a state other than his or her resident state.
  - Must be completed and signed by Owner and Agent.



# SBLI USA LIFE INSURANCE COMPANY, INC.

## INDIVIDUAL FIXED / INDEXED ANNUITY APPLICATION

100 W. 33rd Street, Suite 1007, New York, NY 10001-2914 Toll Free: 1-877-SBLI-USA / 1-877-725-4872 website: www.sbliusa.com

### 1. PROPOSED OWNER INFORMATION (individual)

Last Name		First Name		MI	Phone Number for Contact Day:
Social Security Number	Sex	Date of Birth	State of Birth	Country of Birth	Evening:
Mailing Address (Number, Street, Apt. #)			City	State	Zip Code
Driver's License State and Number		E-Mail Address		Are you a United States citizen or legal permanent resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	

### 2. JOINT OWNER INFORMATION (nonqualified annuities only)

Last Name		First Name		MI	Social Security # or Tax ID #
Address (Number, Street, Apt. #)			City	State	Zip Code
Date of Birth	Relationship to Owner		Telephone Number		
E-Mail Address		Are you a United States citizen or legal permanent resident? <input type="checkbox"/> Yes <input type="checkbox"/> No			

### 3. PROPOSED OWNER INFORMATION (if Owner is a Revocable Living Trust)

Name				Date of Trust (mm/dd/yyyy)	
Address (Number, Street, Apt. #)			City	State	Zip Code
Tax ID Number		E-Mail Address			
Name of Trustee(s) (if Trust is Named)					

Please submit the first and signature pages of the trust document, and the completed Trust Acknowledgment.

### 4. ANNUITANT INFORMATION (if other than Owner)

Last Name		First Name		MI	Social Security # or Tax ID #
Address (Number, Street, Apt. #)			City	State	Zip Code
Date of Birth	Relationship to Owner		Telephone Number		
E-Mail Address		Are you a United States citizen or legal permanent resident? <input type="checkbox"/> Yes <input type="checkbox"/> No			

### 5. BENEFICIARY INFORMATION

Beneficiary Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent				Social Security # or Tax ID #	
Address (Number, Street, Apt. #)			City	State	Zip Code
Date of Birth	Relationship to Owner	Percent of Proceeds	Telephone Number		

**5. BENEFICIARY INFORMATION (continued)**

Beneficiary Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent			Social Security # or Tax ID #
Address (Number, Street, Apt. #)		City	State Zip Code
Date of Birth	Relationship to Owner	Percent of Proceeds	Telephone Number
Beneficiary Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent			Social Security # or Tax ID #
Address (Number, Street, Apt. #)		City	State Zip Code
Date of Birth	Relationship to Owner	Percent of Proceeds	Telephone Number

Please attach another page for additional beneficiary information. The Percent of Proceeds for each type of beneficiary must equal 100%.

**6. REPLACEMENT INFORMATION**

1. Is there any life insurance or annuity contract in force on the Proposed Annuitant with this or any other company? .....  Yes  No
  2. Is the annuity applied for intended to replace or change any life insurance or annuity contract in force with this or any other company? .....  Yes  No
  3. Are any other life insurance or annuity applications pending with this or any other company? .....  Yes  No
- List all current or pending life insurance or annuity coverage below.

Annuitant's / Insured's Name	Company	Owner	Replacement	Face Amount/ Account Value	Year Issued
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		

**7. ANNUITY APPLIED FOR**

Withdrawal Charge Period: .....  5 Year  7 Year

Initial Investment Allocation:

Fixed Interest Account: ..... %

Annual Performance Triggered Indexed Account: ..... %

1-Year Point-to-Point Indexed Account: ..... %

*Percentage allocations must be in whole numbers and total 100%.*

Single Premium or estimated Transfer/Rollover/1035 Exchange: ..... \$

Transfer  Rollover\*  1035 Exchange

Product Market: .....  Nonqualified  IRA  Roth IRA  Conversion Roth IRA

*\* Rollover should be completed within 60 days of distribution.*

**8. SPECIAL REQUESTS**

**9. DECLARATIONS**

On behalf of myself and any person who may claim any interest under the Contract, I represent that all statements set forth above are full, complete and true as written and correctly recorded to the best of my knowledge and belief. I understand that a copy of this application will be attached and made a part of the Contract when issued, and that I will be bound by the provisions and entitled to the rights and privileges of the Contract. I have received a copy of the Company disclosure material.

I understand that the annuity contract will not be issued until all money has been received and the total dollar amount meets the minimum premium requirement for the product. Interest does not accrue and the Index is not set until the effective Contract Issue date.

I believe this product is suitable for my financial goals.

By my signature below, I certify under penalties of perjury that my Social Security Number (Taxpayer Identification Number) provided is correct and I am not subject to back-up withholding.

Signed by the Owner at \_\_\_\_\_ on \_\_\_\_\_ .  
City, State Date

**X** \_\_\_\_\_  
Signature of **Owner** and title\* if applicable

Signed by the Joint Owner at \_\_\_\_\_ on \_\_\_\_\_ .  
City, State Date

**X** \_\_\_\_\_  
Signature of **Joint Owner**, if applicable

Signed by the Proposed Annuitant at \_\_\_\_\_ on \_\_\_\_\_ .  
City, State Date

**X** \_\_\_\_\_  
Signature of **Proposed Annuitant**, if other than Owner

\* Title required if Owner is a Trust

**10. AGENT CERTIFICATION**

- 1. To the best of your knowledge and belief, is there an existing life insurance policy or annuity contract insuring the proposed annuitant's life? .....  Yes  No
- 2. To the best of your knowledge and belief, replacement is or may be involved in this transaction. ....  Yes  No

If "Yes" to either of these questions, complete any required replacement forms.

I informed the client that the annuity contract will not be issued until all money has been received and the total dollar amount meets the minimum premium requirement for the product. Interest does not accrue and the Index is not set until the effective Contract Issue date.

I believe this product is suitable based on the information provided by the Owner/Applicant regarding his/her insurance needs and financial objectives.

I certify that the above statements and responses are true and accurate.

\_\_\_\_\_ Agent Number

\_\_\_\_\_ E-Mail Address of Agent

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

**X** \_\_\_\_\_ Agent's Signature

\_\_\_\_\_ Telephone Number of Agent

\_\_\_\_\_ Date

\_\_\_\_\_ General Agency Name

\_\_\_\_\_ General Agency Number

**FOR SBLI USE ONLY**

MK Code \_\_\_\_\_

Sales Number \_\_\_\_\_

General Agency Name \_\_\_\_\_

General Agency Number \_\_\_\_\_



**SBLI USA LIFE INSURANCE COMPANY, INC.**  
**SINGLE PREMIUM DEFERRED ANNUITY APPLICATION**

100 W. 33rd Street, Suite 1007, New York, NY 10001-2914 Toll Free: 1-877-SBLI-USA/ 1-877-725-4872 website: www.sbliusa.com

**PREMIUM RECEIPT (Please detach and leave with applicant)**

\_\_\_\_\_ \$ \_\_\_\_\_  
Annuitant Amount Received

\_\_\_\_\_ \_\_\_\_\_  
Type of Annuity Applied For Date of Receipt

The amount shown above is to be applied as payment on the annuity applied for. The receipt shall be void if it is given for a payment which is not honored upon presentation.

The contract will not be effective until after the full premium is received by SBLI USA Life Insurance Company, Inc.

**ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO SBLI USA LIFE INSURANCE COMPANY, INC.**  
**DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK.**

**X** \_\_\_\_\_  
Signature of Agent





## Annuity Suitability Profile - Tip Sheet

To avoid NIGOs, please note the following:

- **All** questions in the Financial Information Section (Section 7) of the Annuity Suitability Profile form must be answered.
- Each row of the Owner Acknowledgement and Certification (Section 8) must be initialed by the owner (and spouse if co-owner), one of the boxes must be checked, and the Owner must sign.
- The Producer/Representative’s Statement (Section 9) must be completed in full, including the basis for the recommendation, and signed by the producer.
- If more than one Annuity Suitability Profile is required, a separate Profile form is required for each party (see chart below for conditions). Sections 7-9 are unique to each required Annuity Suitability Profile. You may make a copy of sections 1-6 to include with each separate Profile (Sections 7-9).
- Follow the guidelines below to complete the Financial Information section (Section 7) for each entity type.

<b>Individual Ownership</b>	
Single Individual Owner	Complete the profile based on individual information.
Spouse Joint Owners	Complete one profile - answers assumed the same for both owners.
Other Joint Owners	Complete a <b>separate</b> profile for each owner.
<b>Entity Ownership</b>	
Corporation, Partnership, Other	Complete the profile with information relevant to the entity. Form must be signed by a person authorized to act on behalf of the entity.
Revocable Trust (Grantor/Settlor and trustee are the <b><u>SAME</u></b> )	<ul style="list-style-type: none"> <li>• The grantor/settlor must complete the profile with his/her own personal information.</li> <li>• If there are spousal grantors/settlors, we will assume the answers are the same for both individuals.</li> <li>• If there are multiple non-spousal grantor/settlors, a <b>separate</b> profile will be required for each settlor/grantor.</li> </ul>
Revocable Trust (Grantor/Settlor and trustee are <b><u>DIFFERENT</u></b> )	<ul style="list-style-type: none"> <li>• The trustee(s) must complete the profile with the <b>trust’s</b> information. Do not include the trustee’s personal information.                             <ul style="list-style-type: none"> <li>○ Age= N/A</li> <li>○ Date of Birth= the date in which the trust was established</li> <li>○ Signatures must indicate the signer is signing in the capacity of a trustee- ex- John Doe must indicate a title of Trustee on the “Title” line of the signature page.</li> </ul> </li> <li>• <b><u>IN ADDITION</u></b>, each grantor/settlor of the trust must complete a <b>separate</b> profile with his/her own information. <b>Note:</b> If original grantor/settlor is deceased, follow the instructions for Irrevocable Trusts.</li> </ul>
Irrevocable or Non-Grantor/Settlor Trust	<ul style="list-style-type: none"> <li>• The trustee(s) must complete the profile with the <b>trust’s</b> information. Do not include the trustee’s personal information.                             <ul style="list-style-type: none"> <li>○ Age= N/A</li> <li>○ Date of Birth= the date in which the trust was established</li> <li>○ Signatures must indicate the signer is signing in the capacity of a trustee- ex- John Doe must indicate a title of Trustee on the “Title” line.</li> </ul> </li> </ul>





# SBLI USA LIFE INSURANCE COMPANY, INC.

## ANNUITY SUITABILITY PROFILE

100 W. 33rd Street, Suite 1007, New York, NY 10001-2914 Toll Free: 1-877-SBLI-USA/ 1-877-725-4872 website: www.sbliusa.com

Completion of this Annuity Suitability Profile will help your agent determine whether the annuity product applied for is suitable given your financial needs and objectives. The information you share will remain confidential and is not used for any other purpose.

This form should be completed with the contract owner's information. If you reside with your spouse, responses should reflect your joint financial information. **Joint owners: If joint owners are spouses, we will assume that all responses are the same for both individuals. If joint owners are not spouses, a separate suitability profile form must be completed for each owner. Entity owners: Information must be relevant to the entity, and the verification must be provided by the person(s) authorized to act on behalf of the entity. For trusts, see Annuity Suitability Profile Tip Sheet.**

### 1. OWNER (Individuals only)

Last Name First Name Middle Initial

Occupation (If retired, please note former occupation) Date of Birth Age

### 2. JOINT OWNER

Last Name First Name Middle Initial

Occupation (If retired, please note former occupation)

Relationship to Owner Date of Birth Age

### 3. OWNER INFORMATION (If Owner is a Non-Natural Person)

Name of Trustee(s) (if Trust) Name/Title of Authorized Person (if Non-Trust entity)

Type of Entity:

Trust  Corporation  Partnership  Other \_\_\_\_\_

Tax ID Number

### 4. ANNUITANT (if other than Owner)

Last Name First Name Middle Initial

### 5. PREMIUM INFORMATION

Actual or estimated total premium amount? ..... \$ \_\_\_\_\_

Qualified Line of Business (IRA, SEP, etc.)? .....  Yes  No

What is the source of funds for the purchase of this annuity? (Check all that apply)

Annuity  Certificate of Deposit (CD)  Savings/Checking/Money Market  Stocks/Bonds/Mutual Funds  
 Life Insurance  Reverse Mortgage  Home Equity Loan  Other \_\_\_\_\_

**6. REPLACEMENTS (Complete if this is a replacement or exchange)**

Are you replacing your **life insurance policy (ies)** because this annuity being purchased is better suited for your current financial goals? .....  Yes  No  N/A (not a life insurance replacement)

Are you replacing your **annuity (ies)** because this annuity being purchased is better suited for your current financial goals? .....  Yes  No  N/A (not an annuity replacement)

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

If "Yes", please provide the timeframe and the reason: \_\_\_\_\_

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

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

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

<b>Current Annuity Contract Information</b>	<b>Existing Contract #1</b>	<b>Existing Contract #2</b>	<b>Existing Contract #3</b>
Annuity Type (Fixed Deferred, Index Deferred, Variable)			
Insurer Name for Existing Contract			
Current Crediting Rate	_____% Exp. _____	_____% Exp. _____	_____% Exp. _____
Current Contract Surrender Value	\$ _____	\$ _____	\$ _____
Surrender Charge or Early Withdrawal Charge *	_____% or \$ _____	_____% or \$ _____	_____% or \$ _____
Optional Living Benefit	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guaranteed Minimum Interest Rate	_____% or <input type="checkbox"/> N/A	_____% or <input type="checkbox"/> N/A	_____% or <input type="checkbox"/> N/A
Death Benefit Value	\$ _____	\$ _____	\$ _____
Market Value Adjustment (MVA)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated MVA amount that will apply (if none, list \$0). Indicate if positive (+) or negative (-).	\$ _____ <input type="checkbox"/> + <input type="checkbox"/> -	\$ _____ <input type="checkbox"/> + <input type="checkbox"/> -	\$ _____ <input type="checkbox"/> + <input type="checkbox"/> -
Other Fees, Charges	\$ _____	\$ _____	\$ _____

List any Riders or Benefits not listed above (e.g., Terminal Illness/Confinement, Guaranteed Living/Income/Withdrawal Benefit, Waiver of Withdrawal Charges). \_\_\_\_\_

Indicate if there are any benefits/riders in the surrendering policy not available in proposed product. \_\_\_\_\_

Please explain why the replacement is appropriate. \_\_\_\_\_

\*If a surrender charge is indicated above, please explain why you feel it is more beneficial to replace now versus waiting for the surrender schedule to expire. \_\_\_\_\_

7. FINANCIAL INFORMATION

- A. If multiple profiles are being submitted for this transaction, indicate the person(s) or entity whose financial information is represented below .....
- B. What is your **total annual** household pre-tax income (provide annual gross amount)? ..... \$ \_\_\_\_\_
- C. Please identify the source(s) of your household income (check all that apply)
  - Employment/Self Employment       Pension/Retirement Benefits       Social Security       Investments
  - Annuity       Reverse Mortgage       Other \_\_\_\_\_
- D. What are your approximate **annual** household living expenses (including housing, insurance, food, healthcare, taxes, etc.)? ..... \$ \_\_\_\_\_
- E. Including any amounts you plan on withdrawing from this annuity or income annuity payments expected from this annuity, will you have sufficient available cash, liquid assets, or other sources of income for emergencies? .....  Yes  No  
If No, please explain: \_\_\_\_\_
- F. What is the approximate total value of your household's liquid assets, after the purchase of this annuity?.. \$ \_\_\_\_\_  
Liquid assets are assets that readily convert to cash without withdrawal charges or penalties. **Do not include the premium used to purchase this annuity in your liquid assets.**  
**Examples:** checking, savings, money market accounts, brokerage accounts, stocks, mutual funds, etc.
- G. What is your approximate household net worth. **Total Assets (excluding primary residence) minus liabilities (credit card debt, liens, etc)?** ..... \$ \_\_\_\_\_
- H. If you currently own other annuities, what will the total contract value of all annuities owned, including this annuity, be after this transaction? .....  \$ \_\_\_\_\_       I don't own other annuities
- I. Do you anticipate any significant changes in your household income, living expenses, or liquid assets during the withdrawal charge period of the annuity being purchased (such as reduction in income, increased housing or medical expenses, etc.)? .....  Yes  No  
If Yes, please explain: \_\_\_\_\_
- J. Are you currently living in an assisted living facility or nursing home? .....  Yes  No
- K. What is your federal income tax bracket?       Less than 15%       15 - 28%       Greater than 28%
- L. What are your financial goals for purchasing this annuity? (check all that apply)
  - Immediate Income       Future Income       Tax Deferral       Asset Growth
  - Safety of Principal       Education Planning       Estate Planning       Other \_\_\_\_\_
- M. When do you expect to need to be able to access the funds in the annuity?
  - Less than 1 year     1-5 years       6-9 years       10+ years       Not until Maturity
- N. Is it your expectation that any withdrawals will be penalty-free under the terms of the annuity contract? .....  Yes  No  
If Yes, please explain basis for this expectation: \_\_\_\_\_
- O. Do you anticipate taking any withdrawals before age 59 ½ that would subject you to a tax penalty? .....  Yes  No  
If Yes, please explain:: \_\_\_\_\_

*Examples of withdrawals that may not incur a tax penalty include, but are not limited to, a series of substantially equal periodic payments made over your life expectancy, or payments taken if you have a qualifying disability. Consult your tax advisor if you have any questions as to whether a withdrawal will subject you to a tax penalty.*

**7. FINANCIAL INFORMATION (Continued)**

P. Which financial, insurance, and investment products have you owned and/or currently own? (check all that apply)

- None                                       CDs                                       Stocks                                       Life Insurance  
 Bonds                                       Mutual Funds                                       Annuities

Q. What is your risk profile with respect to the purchase of this annuity? (check all that apply)

- Conservative - I would rather have small returns than risk losing money.  
 Moderate - I would like to achieve higher returns over time and can withstand an occasional downturn in the value of my portfolio.  
 Aggressive - My main goal is to achieve high returns over time and I can endure substantial losses in order to do so.

**8. OWNER ACKNOWLEDGEMENT AND CERTIFICATION**

**This section must be completed and signed by the proposed Owner or authorized representative thereof (if entity owner). In the case of spousal joint ownership, both spouses must initial and sign.**

By initialing each statement and signing below, I/we certify:

Owner	Spouse	
		I understand and accept that an annuity is a long-term investment.
		I have reviewed the Product Disclosure form with my agent and have been informed of the various features of this annuity.
		I have discussed thoroughly with my agent the impact of any withdrawals on this annuity, including any rider benefits. I understand that if money is withdrawn during a withdrawal charge period, I will incur a withdrawal charge and, if applicable, a market value adjustment and/or premium bonus recapture, unless such withdrawal is penalty-free according to the terms of my annuity contract.
		I understand and accept that the annuity product being purchased has certain non-guaranteed features, such as cash surrender value, current crediting rate, and death benefit.
		I understand that distributions from the annuity may be a taxable event and that neither the Company nor its representatives offers legal or tax advice. I have been advised to consult my own tax advisor regarding the tax implications of the annuity being purchased.
		I believe that the proposed transaction is suitable for my financial circumstances, objectives and needs.

**Select one option below:**

- I have discussed my current financial situation, needs and objectives with my agent before deciding to purchase this annuity. I have reviewed the responses in the previous sections of this Annuity Suitability Profile form and certify they are complete and accurate to the best of my knowledge.  
 **WAIVER:** I choose not to provide complete information regarding my financial status, situation and needs. I understand that my agent will be unable to assist me in determining if the transaction is suitable and in my best interest and therefore cannot make a recommendation regarding the purchase of this annuity. I wish to proceed with the transaction at this time.

**UNLESS YOU HAVE CHECKED THE WAIVER BOX ABOVE, DO NOT SIGN BELOW IF ANY ITEM ON THIS ANNUITY SUITABILITY PROFILE FORM IS LEFT BLANK, BEFORE CAREFULLY REVIEWING THE INFORMATION RECORDED, OR IF ANY INFORMATION RECORDED IS NOT TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE.**

\_\_\_\_\_

Owner Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Title (if entity)

\_\_\_\_\_

Spouse Signature, if Joint Owner

\_\_\_\_\_

Date

**9. PRODUCER / REPRESENTATIVE'S STATEMENT**

By signing below, I certify:

- This Annuity Suitability Profile Form was signed and dated by the applicant after all answers and information provided by applicant were recorded herein, and I have truly and accurately recorded on this form all of the information provided by the applicant.
- I have instructed the applicant to answer the Owner's Acknowledgement and Verification Section appropriately. I am providing the replacement information on the required forms and have included them with this application, if applicable.
- I have delivered a Buyer's Guide for Deferred Annuities to the applicant.
- I have informed the applicant of various features of the product and potential consequences of the sales transaction, both advantages and disadvantages. 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 I have used only current, carrier-approved sales material.

Select one option below:

**I RECOMMEND THE PURCHASE OF THIS PRODUCT BY THE APPLICANT AND CERTIFY:**

- I have reviewed the applicant's financial situation and needs, including the financial resources used for the funding of the annuity contract and the applicant's financial time horizon, including the duration of existing liabilities and obligations, and have determined that the applicant has the financial ability to meet the financial commitments under the contract.
- I agree to maintain and make available upon request to the insurer or insurance commissioner records of information collected, including any additional needs and analysis forms, and other information used as the basis for this recommendation for the number of years required by state laws and regulations.
- I have disclosed to the applicant all relevant suitability considerations, both favorable and unfavorable, which provide the basis of my recommendation and have provided that information to the applicant in a reasonable summary format. Should the basis of my recommendation change based on information received after this date but before the contract issued, I will update such disclosure accordingly.
- 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 in making a recommendation, I must act in the best interest of the applicant. I have only considered the interests of the applicant 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 applicant's financial interest.

Please provide any other information provided by the consumer not recorded above which in your reasonable judgment is relevant to the suitability of this transaction: \_\_\_\_\_

\_\_\_\_\_

The basis for my recommendation is: \_\_\_\_\_

\_\_\_\_\_

**I AM UNABLE TO MAKE A RECOMMENDATION BECAUSE, ALTHOUGH I INQUIRED ABOUT THE APPLICANT'S FINANCIAL INFORMATION, NEEDS AND OBJECTIVES, I WAS UNABLE TO COLLECT THE NECESSARY INFORMATION**

**I DO NOT HAVE A REASONABLE BASIS TO BELIEVE THIS TRANSACTION IS SUITABLE FOR, AND IN THE BEST INTEREST OF, THE APPLICANT AT THIS TIME.**

\_\_\_\_\_  
Agent Name (Print)

\_\_\_\_\_  
Broker / Dealer, Firm or Affiliation

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date







**SBLI USA LIFE INSURANCE COMPANY, INC.**  
**NY BEST INTEREST SUPPLEMENTAL FORM**

100 W. 33rd Street, Suite 1007, New York, NY 10001-2914 Toll Free: 1-877-SBLI-USA / 1-877-725-4872 website: www.sbliusa.com

1). Please describe the advantages discussed in selecting this policy and how the policy will assist the client in meeting their needs and objectives: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2). Please describe the disadvantages of this policy discussed with the client: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3). Please identify other products that were compared before selecting this policy: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4). Please describe why this policy is in the best interest of the customer based on the suitability profile and the product features: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date





## Safe Solution<sup>®</sup> Annuity Disclosure Statement

Thank you for your interest in the Safe Solution annuity from SBLI USA Life Insurance Company, Inc. This disclosure contains a summary of the features of the annuity that are important to consider before you make a purchase. Once you have read this disclosure carefully, please keep a copy for your records and return a copy to us with your application. **If you have questions about this annuity, please ask your agent, broker, or advisor, or contact the Company at 1-877-725-4872.**

### SECTION I – THE ANNUITY CONTRACT

An annuity contract is a contract between you and the Company, in which the Company promises to make a series of periodic income payments to you in return for the premium paid. Annuities have guarantees regarding premium paid, interest credited, death benefit and income amounts which make them different from other savings vehicles.

Safe Solution (Form No. FIAPSENY16) is a single premium, deferred, fixed indexed annuity. **Single premium** means you buy it with one premium payment, which can be allocated among three accounts: (1) Fixed Interest Rate Account, (2) Annual Performance Triggered Indexed Account, and (3) 1-Year Point-to-Point Indexed Account. **Deferred** means that payouts begin at a future date. **Fixed Indexed** means that for funds allocated to either of the two indexed account options, **interest is credited based on a formula that considers changes in the value of an external equity index but does not participate directly in any stock or equity investment.** The amount of indexed interest credited to your account depends on the performance of the S&P 500<sup>®</sup> - a widely used market-value weighted price index which reflects capital growth only and excludes dividends paid on its stocks.<sup>1</sup> Since you're not earning dividends on the S&P 500<sup>®</sup>, you won't earn as much as if you invested directly in the market. For funds allocated to the fixed interest rate account, interest is credited based on a fixed rate declared by the Company.

You can use the annuity to save for retirement and to receive retirement income for life. It is not meant to be used to meet short-term financial goals.

**How will the value of my annuity grow?** Your annuity grows by earning interest. The **Accumulation Value** of your annuity at any time during the accumulation period will equal the single premium paid (net of any applicable state premium taxes), plus credited interest, minus any partial withdrawals taken (including any Withdrawal Charges assessed).

**How is interest calculated and credited?** Your annuity will earn interest based upon the allocation of your net premium to one or more of three distinct types of accounts:

- Fixed Interest Account
- S&P 500<sup>®</sup> Annual Performance Triggered Index Account
- S&P 500<sup>®</sup> 1-Year Point-to-Point Indexed Account

<sup>1</sup> "S&P 500<sup>®</sup>" is a trademark of Standard & Poor's Financial Services LLC, a division of S&P Global and has been licensed for use by SBLI USA Life Insurance Company, Inc. SBLI's products are not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing this product.

You may allocate your net premiums to any combination of the accounts. The initial allocation is selected at the time of application. Allocations must be in whole percentages.

***Fixed Interest Account:***

The Fixed Interest Account is the same as any fixed interest annuity. It earns interest daily at the **Fixed Interest Rate**. Your annuity contract will have an **Initial Fixed Interest Rate** for the **Initial Fixed Interest Rate Guarantee Period**. The Initial Fixed Interest Rate and Initial Fixed Interest Rate Guarantee Period will be set forth in your contract's data pages. If your premium was not received within a certain time period, this rate might be different than what was quoted to you by your agent. After the initial guarantee period, we will declare a Fixed Interest Rate for subsequent guarantee periods of one year each. These may be higher or lower than the Initial Fixed Interest Rate but will not be lower than the Guaranteed Minimum Interest Rate. **The Guaranteed Minimum Interest Rate is 1%.**

***Indexed Accounts:***

For the indexed accounts, interest is credited at the end of each Indexed Term and will equal A + B:

A = The amount of interest credited at the **Base Interest Rate** for each contract year, credited daily.

B = The **Indexed Credit Percentage** times the Indexed Account Value at the beginning of the Indexed Term less any partial withdrawals, Withdrawal Charges on any partial withdrawals and state premium taxes deducted during the Indexed Term.

The Initial and any Subsequent Indexed Term length applicable to your contract will be set forth on your contract data pages.

The Base Interest Rate applicable in the first contract year is set forth in your contract data pages. The Base Interest Rate for subsequent Indexed Terms will be declared by the Company each year prior to the beginning of each Indexed Term. This may be more or less than the initial Base Interest Rate but will never be less than the Guaranteed Minimum Interest Rate.

For the *Annual Performance Triggered Indexed Account*, the Indexed Credit Percentage is based on the relative closing value of the S&P 500® at the beginning of the Indexed Term and the ending of the Indexed Term (the **Index Value**). If the Index Value at the end of the Indexed Term is equal to or greater than the Index Value at the beginning of the Indexed Term, the Index Credit Percentage for that term equals the **Specified Rate**. If the Index Value at the end of the Indexed Term will be less than the Index Account Value at the beginning of the Indexed Term, the Indexed Credit Percentage for that term is 0%. The Specified Rate applicable to your contract for the initial Indexed Term is shown in the contract data pages. The Specified Rate for subsequent Indexed Terms will be declared by the company at its discretion prior to the beginning of each Indexed Term. Such rates will be disclosed to you in writing prior to the start of each new Indexed Term. Subsequent Specified Rates may be lower or higher than the initial Specified Rate but will never be less than the **Guaranteed Minimum Specified Rate**, which is **0.25%**.

### Annual Performance Triggered Indexed Account Hypothetical Examples:

The following hypothetical examples are intended to show how the Annual Performance Triggered Indexed Account works; they are not intended to show actual Specified Rate or index performance, which could be higher or lower.

- The Base Interest Rate is credited daily.
- The Indexed Credit Percentage is based on the Specified Rate and the beginning and end S&P 500® Index Values and is credited at the end of the Indexed Term.
- These examples assume no prior withdrawals.

#### Example 1:

##### Year 1

Base Interest Rate of 1.0%	Specified Rate 5%	Overall Crediting Rate
(Compounded daily)	Starting Index Value 1,000	
	Ending Index Value 1,100	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit 5%</b>	<b>=6.0%</b>

**Results:** Because the S&P 500® Index Value on the last day of the Indexed Term is higher than the Index Value on the first day of the Indexed Term, the 5% specified rate is credited to the account.

##### Year 2

Base Interest Rate of 1.0%	Specified Rate 3.5%	Overall Crediting Rate
(Compounded daily)	Starting Index Value 1,100	
	Ending Index Value 1,100	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit 3.5%</b>	<b>=4.5%</b>

**Results:** For year 2, the Specified Rate was declared to be 3.5%. Because the S&P 500® Index Value on the last day of the Indexed Term is the same as the Index Value on the first day of the Indexed Term, the 3.5% specified rate is credited to the account.

#### Example 2:

Base Interest Rate of 1.0%	Specified Rate 5%	Overall Crediting Rate
(Compounded daily)	Starting Index Value 1,000	
	Ending Index Value 950	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit 0%</b>	<b>=1.0%</b>

**Results:** Because the Index Value on the last day of the Indexed Term is less than the Index Value on the first day of the Indexed Term, the 5% specified rate is not credited to the account.

For the 1-Year Point-to-Point Indexed Account, the Indexed Credit Percentage equals the lesser of (a) the **Indexed Growth Percentage** for the Indexed Term, or (b) the **Indexed Interest Cap**, if any, for the Indexed Term. The Indexed Growth Percentage equals the percentage increase, if any, in the Index Value at the end of the Indexed Term over the Index Value as of the beginning of the Indexed Term. The Indexed Interest Cap is the maximum Indexed Credit Percentage that can be credited to the Indexed

Account Value for an Indexed Term for which it is declared. The Indexed Interest Cap applicable to your contract for the initial Indexed Term will be set forth in the contract data pages. The Company will declare an Indexed Interest Cap for each subsequent indexed term at its discretion. It can be higher or lower than the initial Indexed Interest Cap but will never be less than the **Guaranteed Minimum Indexed Interest Cap**, which is **1.00%**. Subsequent Indexed Interest Caps will be disclosed to you in writing prior to the start of a new Indexed Term.

**1-Year Point-to-Point Indexed Account Hypothetical Examples:**

The following are hypothetical examples intended to show how the 1-Year Point-to-Point Indexed Account works; they are not intended to show actual Interest Cap or index performance, which could be higher or lower.

- The Base Interest Rate is credited daily.
- The Indexed Credit Percentage is based on the interest cap and the beginning and end S&P 500® Index Values and is credited at the end of the Indexed Term.
- These examples assume no prior withdrawals.

**Example 1:**

Base Interest Rate of 1.0%	Indexed Interest Cap 5%	Overall Crediting Rate
(Compounded daily)	Starting Index Value 1,000	
	Ending Index Value 1,100	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit 5%</b>	<b>=6.0%</b>

**Results:** Because the S&P 500® Index Value on the last day of the Indexed Term is 10% higher than the Index Value on the first day of the Indexed Term, the 5% Cap would apply and be credited to the account.

**Example 2:**

Base Interest Rate of 1.0%	Indexed Interest Cap 5%	Overall Crediting Rate
(Compounded daily)	Starting Index Value 1,000	
	Ending Index Value 1,020	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit 2%</b>	<b>=3.0%</b>

**Results:** Because the S&P 500® Index Value on the last day of the Indexed Term is 2% higher than the Index Value on the first day of the Indexed Term, 2% index growth percentage is credited to the account.

**Example 3:**

Base Indexed Interest Rate of 1.0%	Cap 5%	Overall Crediting Rate
(Compounded daily)	Starting Index Value 1,000	
	Ending Index Value 950	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit 0%</b>	<b>=1.0%</b>

**Results:** Because the S&P 500® Index Value on the last day of the Indexed Term is less than the Index Value on the first day of the Indexed Term, no index growth percentage is credited to the account.

**How do I transfer amounts in my annuity among Interest Accounts?** You may re-allocate your annuity value among the available accounts on each contract anniversary so long as we receive your written request for the re-allocation at least 5 business days prior to the contract anniversary. Re-allocations can only be effected on a contract anniversary.

## SECTION II – ACCESS TO VALUE

**What happens if I take out some or all of the money from my annuity?** Annuities are long-term investments. You should plan to keep your annuity for at least the duration of the policy’s Withdrawal Charge period. However, you may access your cash earlier if you need it, by taking out your full cash surrender value (**full surrender**) or part of it (**partial withdrawal**). The minimum partial withdrawal is \$500, and the accumulation value after the withdrawal must be at least \$2000.

**Except to the extent the Penalty-Free Withdrawal Feature (described below) applies, withdrawals (including full surrenders) taken during the Withdrawal Charge Period are subject to a Withdrawal Charge.** The annuity may be worth less than the premium paid if funds are withdrawn during the Withdrawal Charge period. In addition, withdrawals prior to age 59 1/2 may have adverse tax consequences (see Section III – Taxes below).

The table below lists the applicable Withdrawal Charge Period and Withdrawal Charge percentages for the different plans offered. The Withdrawal Charge is equal to the percentage shown in the chart below times the amount of the requested withdrawal.

### Safe Solution Withdrawal Charges:

Plan	Contract Year							
	1	2	3	4	5	6	7	8+
5 Year Initial Guarantee Period Plan	9%	8%	7%	6%	5%	0%	0%	0%
7 Year Initial Guarantee Period Plan	9%	8%	7%	6%	5%	4%	3%	0%

**Exception - Penalty Free Withdrawal Feature:** The first withdrawal in any one year, up to a maximum of 10% of the Accumulation Value as of the previous anniversary (or the single premium paid for the first contract year), is not subject to a Withdrawal Charge. Withdrawal Charges are a percentage of the amount withdrawn in excess of this “Free Withdrawal Amount.”

**Effect on Interest Crediting:** Amounts withdrawn from an Indexed Account (including Withdrawal Charges and deductions for premium taxes) receive the Base Interest Rate to the date of the deduction but do not receive the Indexed Credit Percentage for the Indexed Term in which the deduction occurs unless deducted as of the end of the Indexed Term.

**How do I get income (payouts) from my annuity?** Your annuity will be converted to income as of the Maturity Date. The initial Maturity Date will be as stated in your contract, but you can select another Maturity Date that is any time after the first contract year by providing at least 10 days written notice to us. We will calculate the income using the Accumulation Value. You choose how to get the income payout. The current payout options as listed below are described in your contract. If you do not choose a payment option prior to 30 days before the Maturity Date, we will automatically apply the Life Income with Period Certain Option with a period certain of 10 years.

- Interest Only – payment other than interest is deferred for life or a period you elect.
- Fixed Period – equal monthly, quarterly, semi-annual or annual payments are made for a fixed period of years.
- Fixed Amount – equal monthly, quarterly, semi-annual or annual payments of a specified amount are made until exhausted.
- Life Income with Period Certain – A monthly income is paid during the annuitant's remaining lifetime; if the annuitant dies before the end of the elected period certain (10 or 20 years), payments will be made for the remainder of the period certain.

**What happens if I die prior to annuitization?** If you die (or, in the case of joint owners, if any owner dies) before the Maturity Date, we will pay a death benefit to the beneficiary (ies), unless your surviving spouse is a joint owner of the contract. If your surviving spouse is a joint owner, such surviving spouse will become the primary beneficiary to whom the death benefit will be paid, and any other beneficiary designation on record at the time of your death will be treated as a contingent beneficiary. If there are no surviving beneficiaries, the death benefit will be paid to your estate.

A beneficiary entitled to the death benefit may receive it as a lump sum or may choose other options provided in your contract. The death benefit is the Accumulation Value as of the date of death plus interest at no less than 1% per year. The Accumulation Value as of the date of death will include indexed interest linked to the index up to the date of death.

If you die after the Maturity Date, depending on the type of payout you choose, we pay the remaining accumulation value, if any, to your designated payee.

**Can I take a loan from my annuity?** Loans are not allowed from your annuity.

### **SECTION III – TAXES**

**How will payouts and withdrawals from my annuity be taxed?** An annuity owned by a natural person is generally tax-deferred, which means that, ordinarily, federal income tax on any gains will be deferred until we make a distribution to you or you assign or pledge an interest in your contract. Payouts or withdrawals are generally subject to ordinary income taxes on earnings. Non-qualified contracts held by an Owner other than a natural person owner (such as a corporation, LLC, partnership or trusts, other than trusts considered to be holding the annuity as an agent for a natural person) do not generally qualify as an annuity contract for tax purposes, so any increase in value would constitute ordinary taxable income in the year earned.

As a general rule, you will pay a 10% federal income tax penalty on taxable amounts you withdraw before age 59 1/2. Exceptions may apply; consult your tax advisor prior to taking a distribution prior to age 59 1/2.



You may be able to directly transfer or roll over a tax-qualified annuity to another tax-qualified annuity or tax-qualified account without paying taxes. An annuity that is not tax-qualified can be exchanged for another non-qualified tax-deferred annuity without paying taxes on earnings at that time if certain requirements are satisfied. Before you do a transfer or exchange, compare the benefits, features and costs of the two annuities. Keep in mind that you may incur a surrender charge when you cancel an existing annuity or life insurance policy, and you will begin a new withdrawal charge period when you buy a new annuity.

**Does buying an annuity in a qualified plan provide extra tax benefits?** If you are purchasing this annuity as part of a qualified plan such as an IRA, your decision should be based on contract benefits, as well as its risks and costs, and not tax-deferred growth, as the Internal Revenue Service already grants tax-deferred status to plans like IRAs. Tax rules around qualified plans are complex, and certain requirements and limitations apply, as are generally described in an IRA endorsement and disclosure included with qualified contracts.

**Can I satisfy Required Minimum Distributions with this annuity?** If your annuity is tax qualified, it must comply with Required Minimum Distribution (RMD) rules, as required by the tax laws and Internal Revenue Service rules. Those rules generally require certain distributions to be made beginning at age 72 (or at age 70.5 for those who turned 70.5 on or before December 31, 2019). This requirement may be satisfied by starting income benefit payments, taking a withdrawal from your annuity, or taking money out of another annuity or tax-qualified account. This requirement does not apply during your life if your contract is a Roth IRA. The annuity you are purchasing is RMD friendly, meaning that you will not incur a Withdrawal Charge or MVA on withdrawals made to satisfy RMD requirements.

**SECTION IV – OTHER IMPORTANT INFORMATION**

- If the S&P 500® becomes publicly unavailable, we will use an alternate index after we get approval to do so from the New York Department of Financial Services. The alternate index will be as similar to the S&P 500® as possible.
- The annuity is an insurance product and is not guaranteed by any bank or insured by the Federal Deposit Insurance Corporation (FDIC). It is not a registered security and does not directly participate in any stock or equity investments.
- Your contract provides a certain number of days to look at your annuity contract after it is delivered to you. If you decide during that time that you don't want it, you can return it to us for a full refund.
- In some instances, your agent or broker may not offer all options and features electable by the applicant described above.
- This is a summary document and is not intended to be a full description of the contract. Please read the contract for a complete explanation of its terms and conditions.

NOT A DEPOSIT	MAY LOSE VALUE	NOT FDIC INSURED	NOT GUARANTEED BY ANY FEDERAL GOVERNMENT AGENCY	NOT GUARANTEED BY A BANK
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## Safe Solution<sup>®</sup> Annuity Disclosure Statement

Thank you for your interest in the Safe Solution annuity from SBLI USA Life Insurance Company, Inc. This disclosure contains a summary of the features of the annuity that are important to consider before you make a purchase. Once you have read this disclosure carefully, please keep a copy for your records and return a copy to us with your application. **If you have questions about this annuity, please ask your agent, broker, or advisor, or contact the Company at 1-877-725-4872.**

### SECTION I – THE ANNUITY CONTRACT

An annuity contract is a contract between you and the Company, in which the Company promises to make a series of periodic income payments to you in return for the premium paid. Annuities have guarantees regarding premium paid, interest credited, death benefit and income amounts which make them different from other savings vehicles.

Safe Solution (Form No. FIAPSENY16) is a single premium, deferred, fixed indexed annuity. **Single premium** means you buy it with one premium payment, which can be allocated among three accounts: (1) Fixed Interest Rate Account, (2) Annual Performance Triggered Indexed Account, and (3) 1-Year Point-to-Point Indexed Account. **Deferred** means that payouts begin at a future date. **Fixed Indexed** means that for funds allocated to either of the two indexed account options, **interest is credited based on a formula that considers changes in the value of an external equity index but does not participate directly in any stock or equity investment.** The amount of indexed interest credited to your account depends on the performance of the S&P 500<sup>®</sup> - a widely used market-value weighted price index which reflects capital growth only and excludes dividends paid on its stocks.<sup>1</sup> Since you're not earning dividends on the S&P 500<sup>®</sup>, you won't earn as much as if you invested directly in the market. For funds allocated to the fixed interest rate account, interest is credited based on a fixed rate declared by the Company.

You can use the annuity to save for retirement and to receive retirement income for life. It is not meant to be used to meet short-term financial goals.

**How will the value of my annuity grow?** Your annuity grows by earning interest. The **Accumulation Value** of your annuity at any time during the accumulation period will equal the single premium paid (net of any applicable state premium taxes), plus credited interest, minus any partial withdrawals taken (including any Withdrawal Charges assessed).

**How is interest calculated and credited?** Your annuity will earn interest based upon the allocation of your net premium to one or more of three distinct types of accounts:

- Fixed Interest Account
- S&P 500<sup>®</sup> Annual Performance Triggered Index Account
- S&P 500<sup>®</sup> 1-Year Point-to-Point Indexed Account

<sup>1</sup> "S&P 500<sup>®</sup>" is a trademark of Standard & Poor's Financial Services LLC, a division of S&P Global and has been licensed for use by SBLI USA Life Insurance Company, Inc. SBLI's products are not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing this product.

You may allocate your net premiums to any combination of the accounts. The initial allocation is selected at the time of application. Allocations must be in whole percentages.

***Fixed Interest Account:***

The Fixed Interest Account is the same as any fixed interest annuity. It earns interest daily at the **Fixed Interest Rate**. Your annuity contract will have an **Initial Fixed Interest Rate** for the **Initial Fixed Interest Rate Guarantee Period**. The Initial Fixed Interest Rate and Initial Fixed Interest Rate Guarantee Period will be set forth in your contract's data pages. If your premium was not received within a certain time period, this rate might be different than what was quoted to you by your agent. After the initial guarantee period, we will declare a Fixed Interest Rate for subsequent guarantee periods of one year each. These may be higher or lower than the Initial Fixed Interest Rate but will not be lower than the Guaranteed Minimum Interest Rate. **The Guaranteed Minimum Interest Rate is 1%.**

***Indexed Accounts:***

For the indexed accounts, interest is credited at the end of each Indexed Term and will equal A + B:

A = The amount of interest credited at the **Base Interest Rate** for each contract year, credited daily.

B = The **Indexed Credit Percentage** times the Indexed Account Value at the beginning of the Indexed Term less any partial withdrawals, Withdrawal Charges on any partial withdrawals and state premium taxes deducted during the Indexed Term.

The Initial and any Subsequent Indexed Term length applicable to your contract will be set forth on your contract data pages.

The Base Interest Rate applicable in the first contract year is set forth in your contract data pages. The Base Interest Rate for subsequent Indexed Terms will be declared by the Company each year prior to the beginning of each Indexed Term. This may be more or less than the initial Base Interest Rate but will never be less than the Guaranteed Minimum Interest Rate.

For the *Annual Performance Triggered Indexed Account*, the Indexed Credit Percentage is based on the relative closing value of the S&P 500® at the beginning of the Indexed Term and the ending of the Indexed Term (the **Index Value**). If the Index Value at the end of the Indexed Term is equal to or greater than the Index Value at the beginning of the Indexed Term, the Index Credit Percentage for that term equals the **Specified Rate**. If the Index Value at the end of the Indexed Term will be less than the Index Account Value at the beginning of the Indexed Term, the Indexed Credit Percentage for that term is 0%. The Specified Rate applicable to your contract for the initial Indexed Term is shown in the contract data pages. The Specified Rate for subsequent Indexed Terms will be declared by the company at its discretion prior to the beginning of each Indexed Term. Such rates will be disclosed to you in writing prior to the start of each new Indexed Term. Subsequent Specified Rates may be lower or higher than the initial Specified Rate but will never be less than the **Guaranteed Minimum Specified Rate**, which is **0.25%**.

### Annual Performance Triggered Indexed Account Hypothetical Examples:

The following hypothetical examples are intended to show how the Annual Performance Triggered Indexed Account works; they are not intended to show actual Specified Rate or index performance, which could be higher or lower.

- The Base Interest Rate is credited daily.
- The Indexed Credit Percentage is based on the Specified Rate and the beginning and end S&P 500® Index Values and is credited at the end of the Indexed Term.
- These examples assume no prior withdrawals.

#### Example 1:

##### Year 1

Base Interest Rate of 1.0%	Specified Rate 5%	Overall Crediting Rate
(Compounded daily)	Starting Index Value 1,000	
	Ending Index Value 1,100	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit 5%</b>	<b>=6.0%</b>

**Results:** Because the S&P 500® Index Value on the last day of the Indexed Term is higher than the Index Value on the first day of the Indexed Term, the 5% specified rate is credited to the account.

##### Year 2

Base Interest Rate of 1.0%	Specified Rate 3.5%	Overall Crediting Rate
(Compounded daily)	Starting Index Value 1,100	
	Ending Index Value 1,100	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit 3.5%</b>	<b>=4.5%</b>

**Results:** For year 2, the Specified Rate was declared to be 3.5%. Because the S&P 500® Index Value on the last day of the Indexed Term is the same as the Index Value on the first day of the Indexed Term, the 3.5% specified rate is credited to the account.

#### Example 2:

Base Interest Rate of 1.0%	Specified Rate 5%	Overall Crediting Rate
(Compounded daily)	Starting Index Value 1,000	
	Ending Index Value 950	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit 0%</b>	<b>=1.0%</b>

**Results:** Because the Index Value on the last day of the Indexed Term is less than the Index Value on the first day of the Indexed Term, the 5% specified rate is not credited to the account.

For the 1-Year Point-to-Point Indexed Account, the Indexed Credit Percentage equals the lesser of (a) the **Indexed Growth Percentage** for the Indexed Term, or (b) the **Indexed Interest Cap**, if any, for the Indexed Term. The Indexed Growth Percentage equals the percentage increase, if any, in the Index Value at the end of the Indexed Term over the Index Value as of the beginning of the Indexed Term. The Indexed Interest Cap is the maximum Indexed Credit Percentage that can be credited to the Indexed

Account Value for an Indexed Term for which it is declared. The Indexed Interest Cap applicable to your contract for the initial Indexed Term will be set forth in the contract data pages. The Company will declare an Indexed Interest Cap for each subsequent indexed term at its discretion. It can be higher or lower than the initial Indexed Interest Cap but will never be less than the **Guaranteed Minimum Indexed Interest Cap**, which is **1.00%**. Subsequent Indexed Interest Caps will be disclosed to you in writing prior to the start of a new Indexed Term.

**1-Year Point-to-Point Indexed Account Hypothetical Examples:**

The following are hypothetical examples intended to show how the 1-Year Point-to-Point Indexed Account works; they are not intended to show actual Interest Cap or index performance, which could be higher or lower.

- The Base Interest Rate is credited daily.
- The Indexed Credit Percentage is based on the interest cap and the beginning and end S&P 500® Index Values and is credited at the end of the Indexed Term.
- These examples assume no prior withdrawals.

**Example 1:**

Base Interest Rate of 1.0%	Indexed Interest Cap 5%		Overall Crediting Rate
(Compounded daily)	Starting Index Value	1,000	
	Ending Index Value	1,100	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit</b>	<b>5%</b>	<b>=6.0%</b>

**Results:** Because the S&P 500® Index Value on the last day of the Indexed Term is 10% higher than the Index Value on the first day of the Indexed Term, the 5% Cap would apply and be credited to the account.

**Example 2:**

Base Interest Rate of 1.0%	Indexed Interest Cap 5%		Overall Crediting Rate
(Compounded daily)	Starting Index Value	1,000	
	Ending Index Value	1,020	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit</b>	<b>2%</b>	<b>=3.0%</b>

**Results:** Because the S&P 500® Index Value on the last day of the Indexed Term is 2% higher than the Index Value on the first day of the Indexed Term, 2% index growth percentage is credited to the account.

**Example 3:**

Base Indexed Interest Rate of 1.0%	Cap 5%		Overall Crediting Rate
(Compounded daily)	Starting Index Value	1,000	
	Ending Index Value	950	
<b>Total Base Interest Rate 1.0%</b>	<b>+ Total Indexed Credit</b>	<b>0%</b>	<b>=1.0%</b>

**Results:** Because the S&P 500® Index Value on the last day of the Indexed Term is less than the Index Value on the first day of the Indexed Term, no index growth percentage is credited to the account.

**How do I transfer amounts in my annuity among Interest Accounts?** You may re-allocate your annuity value among the available accounts on each contract anniversary so long as we receive your written request for the re-allocation at least 5 business days prior to the contract anniversary. Re-allocations can only be effected on a contract anniversary.

## SECTION II – ACCESS TO VALUE

**What happens if I take out some or all of the money from my annuity?** Annuities are long-term investments. You should plan to keep your annuity for a least the duration of the policy’s Withdrawal Charge period. However, you may access your cash earlier if you need it, by taking out your full cash surrender value (**full surrender**) or part of it (**partial withdrawal**). The minimum partial withdrawal is \$500, and the accumulation value after the withdrawal must be at least \$2000.

**Except to the extent the Penalty-Free Withdrawal Feature (described below) applies, withdrawals (including full surrenders) taken during the Withdrawal Charge Period are subject to a Withdrawal Charge.** The annuity may be worth less than the premium paid if funds are withdrawn during the Withdrawal Charge period. In addition, withdrawals prior to age 59 1/2 may have adverse tax consequences (see Section III – Taxes below).

The table below lists the applicable Withdrawal Charge Period and Withdrawal Charge percentages for the different plans offered. The Withdrawal Charge is equal to the percentage shown in the chart below times the amount of the requested withdrawal.

### Safe Solution Withdrawal Charges:

Plan	Contract Year							
	1	2	3	4	5	6	7	8+
5 Year Initial Guarantee Period Plan	9%	8%	7%	6%	5%	0%	0%	0%
7 Year Initial Guarantee Period Plan	9%	8%	7%	6%	5%	4%	3%	0%

**Exception - Penalty Free Withdrawal Feature:** The first withdrawal in any one year, up to a maximum of 10% of the Accumulation Value as of the previous anniversary (or the single premium paid for the first contract year), is not subject to a Withdrawal Charge. Withdrawal Charges are a percentage of the amount withdrawn in excess of this “Free Withdrawal Amount.”

**Effect on Interest Crediting:** Amounts withdrawn from an Indexed Account (including Withdrawal Charges and deductions for premium taxes) receive the Base Interest Rate to the date of the deduction but do not receive the Indexed Credit Percentage for the Indexed Term in which the deduction occurs unless deducted as of the end of the Indexed Term.

**How do I get income (payouts) from my annuity?** Your annuity will be converted to income as of the Maturity Date. The initial Maturity Date will be as stated in your contract, but you can select another Maturity Date that is any time after the first contract year by providing at least 10 days written notice to us. We will calculate the income using the Accumulation Value. You choose how to get the income payout. The current payout options as listed below are described in your contract. If you do not choose a payment option prior to 30 days before the Maturity Date, we will automatically apply the Life Income with Period Certain Option with a period certain of 10 years.

- Interest Only – payment other than interest is deferred for life or a period you elect.
- Fixed Period – equal monthly, quarterly, semi-annual or annual payments are made for a fixed period of years.
- Fixed Amount – equal monthly, quarterly, semi-annual or annual payments of a specified amount are made until exhausted.
- Life Income with Period Certain – A monthly income is paid during the annuitant's remaining lifetime; if the annuitant dies before the end of the elected period certain (10 or 20 years), payments will be made for the remainder of the period certain.

**What happens if I die prior to annuitization?** If you die (or, in the case of joint owners, if any owner dies) before the Maturity Date, we will pay a death benefit to the beneficiary (ies), unless your surviving spouse is a joint owner of the contract. If your surviving spouse is a joint owner, such surviving spouse will become the primary beneficiary to whom the death benefit will be paid, and any other beneficiary designation on record at the time of your death will be treated as a contingent beneficiary. If there are no surviving beneficiaries, the death benefit will be paid to your estate.

A beneficiary entitled to the death benefit may receive it as a lump sum or may choose other options provided in your contract. The death benefit is the Accumulation Value as of the date of death plus interest at no less than 1% per year. The Accumulation Value as of the date of death will include indexed interest linked to the index up to the date of death.

If you die after the Maturity Date, depending on the type of payout you choose, we pay the remaining accumulation value, if any, to your designated payee.

**Can I take a loan from my annuity?** Loans are not allowed from your annuity.

### **SECTION III – TAXES**

**How will payouts and withdrawals from my annuity be taxed?** An annuity owned by a natural person is generally tax-deferred, which means that, ordinarily, federal income tax on any gains will be deferred until we make a distribution to you or you assign or pledge an interest in your contract. Payouts or withdrawals are generally subject to ordinary income taxes on earnings. Non-qualified contracts held by an Owner other than a natural person owner (such as a corporation, LLC, partnership or trusts, other than trusts considered to be holding the annuity as an agent for a natural person) do not generally qualify as an annuity contract for tax purposes, so any increase in value would constitute ordinary taxable income in the year earned.

As a general rule, you will pay a 10% federal income tax penalty on taxable amounts you withdraw before age 59 1/2. Exceptions may apply; consult your tax advisor prior to taking a distribution prior to age 59 1/2.



You may be able to directly transfer or roll over a tax-qualified annuity to another tax-qualified annuity or tax-qualified account without paying taxes. An annuity that is not tax-qualified can be exchanged for another non-qualified tax-deferred annuity without paying taxes on earnings at that time if certain requirements are satisfied. Before you do a transfer or exchange, compare the benefits, features and costs of the two annuities. Keep in mind that you may incur a surrender charge when you cancel an existing annuity or life insurance policy, and you will begin a new withdrawal charge period when you buy a new annuity.

**Does buying an annuity in a qualified plan provide extra tax benefits?** If you are purchasing this annuity as part of a qualified plan such as an IRA, your decision should be based on contract benefits, as well as its risks and costs, and not tax-deferred growth, as the Internal Revenue Service already grants tax-deferred status to plans like IRAs. Tax rules around qualified plans are complex, and certain requirements and limitations apply, as are generally described in an IRA endorsement and disclosure included with qualified contracts.

**Can I satisfy Required Minimum Distributions with this annuity?** If your annuity is tax qualified, it must comply with Required Minimum Distribution (RMD) rules, as required by the tax laws and Internal Revenue Service rules. Those rules generally require certain distributions to be made beginning at age 72 (or at age 70.5 for those who turned 70.5 on or before December 31, 2019). This requirement may be satisfied by starting income benefit payments, taking a withdrawal from your annuity, or taking money out of another annuity or tax-qualified account. This requirement does not apply during your life if your contract is a Roth IRA. The annuity you are purchasing is RMD friendly, meaning that you will not incur a Withdrawal Charge or MVA on withdrawals made to satisfy RMD requirements.

**SECTION IV – OTHER IMPORTANT INFORMATION**

- If the S&P 500® becomes publicly unavailable, we will use an alternate index after we get approval to do so from the New York Department of Financial Services. The alternate index will be as similar to the S&P 500® as possible.
- The annuity is an insurance product and is not guaranteed by any bank or insured by the Federal Deposit Insurance Corporation (FDIC). It is not a registered security and does not directly participate in any stock or equity investments.
- Your contract provides a certain number of days to look at your annuity contract after it is delivered to you. If you decide during that time that you don't want it, you can return it to us for a full refund.
- In some instances, your agent or broker may not offer all options and features electable by the applicant described above.
- This is a summary document and is not intended to be a full description of the contract. Please read the contract for a complete explanation of its terms and conditions.

NOT A DEPOSIT	MAY LOSE VALUE	NOT FDIC INSURED	NOT GUARANTEED BY ANY FEDERAL GOVERNMENT AGENCY	NOT GUARANTEED BY A BANK
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SBLI USA Life Insurance Company, Inc.  
 S.USA Life Insurance Company, Inc.  
 Shenandoah Life Insurance Company  
 (Each the "Company")  
 Members of the Prosperity Life Group

**TRUST ACKNOWLEDGMENT AND CERTIFICATION**

**Complete this form when applying for ownership of a non-qualified annuity contract by a trust or when there is change of ownership of an existing annuity contract to a trust.**

**Please note:** The purpose of this form is to (1) certify that the annuity contract is being held by the trust as agent for a natural person for tax-reporting purposes, and (2) to verify the trustee(s) authorized to exercise ownership rights under the contract. The Company will rely on the representations made in this form unless and until it receives signed written notice of any changes which would cause these representations to be incorrect.

Please indicate one of the following:

- New Contract
- Existing Contract, Contract Number: \_\_\_\_\_

(For existing contracts, this form must accompany the change of ownership form.)

**TRUST AND CONTRACT INFORMATION (COMPLETE ALL FIELDS)**

Annuitant Name	Relationship of Trust to Annuity Contract <i>(check one)</i> <input type="checkbox"/> Owner <input type="checkbox"/> Beneficiary <input type="checkbox"/> Both
Full Name of Trust	
Trust Effective Date	State Where Trust Established
Trust Mailing Address	
Trust Tax ID Number (TIN) <i>(In the case of a living trust, the TIN may be the same as the Grantor's Social Security Number)</i>	
Trust is <input type="checkbox"/> Irrevocable <input type="checkbox"/> Revocable	Name of Person Who Can Revoke

**TAX TREATMENT INFORMATION**

Under section 72(u) of the Internal Revenue Code ("IRC"), an annuity contract held by a trust is generally not eligible for tax deferral for federal income tax purposes - i.e., earnings under the contract may be taxed each year, even if not withdrawn or distributed - unless the annuity contract is being held by the trust "as an agent for a natural person" as provided under the IRC and applicable regulations. The Company will treat the following trust types as having tax deferral and will only issue an IRS Form 1099-R when there has been a distribution for that year: (i) Grantor Trusts under IRC sections 671-678, and (ii) trusts in which all trust beneficiaries, including those who have a remainder and revisionary interest, are natural persons. **You are responsible for providing the correct information below. If you are unsure about the status of your trust, you should consult a tax advisor before completing this form.**

a. Is this a Grantor Trust under IRC sections 671-678? .....  Yes  No

*NOTE: Any revocable trust is considered a Grantor Trust*

Grantor Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

b. If the answer to (a) above is no, are **all** beneficiaries, including those who have a remainder and revisionary interest, natural persons (i.e., an individual, not a charity, church, etc.)? .....  Yes  No

**If any of the above changes, the Grantor and/or Trustee shall immediately provide the Company written notification.**

**AUTHORIZED TRUSTEE(S) INFORMATION**

List all trustees authorized to exercise ownership rights under the annuity contract. Attach additional sheets if needed. All authorized trustees must sign this Certification.

Trustee Name	Trustee Address
Additional Trustee Name	Additional Trustee Address

**AUTHORIZED TRUSTEE(S) INFORMATION (CONTINUED)**

Additional Trustee Name	Additional Trustee Address
Additional Trustee Name	Additional Trustee Address

If more than one Trustee, transaction requests must be authorized by (*select one*):

- All Trustees                       Majority of Trustees                       Any One Trustee                       Only Specified Trustee(s)

Provide name(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION AND AGREEMENT (PLEASE REVIEW CAREFULLY)**

By signing below, the undersigned persons certify and affirm that:

- (a) They constitute all of the trustees of the trust and have all requisite authority to complete this form and bind the trust and all of its beneficiaries with respect to all matters relating to the annuity contract.
- (b) The representations made in this form are true, complete and accurate.
- (c) The trust is in effect and has not been revoked, modified or amended in any manner which would cause the representations in this form to be inaccurate.
- (d) They understand and agree that, even if the trust document has been or is later provided, the Company is relying exclusively on the representations made in this form and not upon a review of the trust document, and may so rely unless and until notice of any change, amendment or revocation is provided in writing and delivered to the Company.
- (e) They each agree, individually and as trustees, jointly and severally, to defend, indemnify and hold the Company, its parent, subsidiaries and affiliates and each of their officers, directors, employees and agents harmless from and against any and all claims, demands, losses, liabilities, damages, judgments, defense or settlement costs or expenses (including reasonable attorneys' fees) arising out of or related to any acts or omissions taken by the Company upon their instructions or in reliance upon their representations to the Company in connection with the annuity contract owned by the trust. This indemnification shall survive termination of this document or the annuity contract.
- (f) They understand that the purchase and ownership of an annuity contract by a trust may have significant tax, estate, and other legal and financial consequences and implications, that the Company and its agents may not give tax or legal advice, and that they the undersigned are solely responsible for the legal and tax implications of ownership of the annuity contract by the trust. They acknowledge that they have been advised to, and have had the opportunity to, seek advice from their own legal and/or tax advisors before completing this form and effecting ownership of the annuity contract by the trust.
- (g) **They will inform the Company in writing of any trust amendments, change of Trustee(s), or any other fact or event that could alter this Certification, cause any of the representations herein to be incorrect, or change the annuity contract's tax treatment under IRC section 72(u).**
- (h) No Trustee is an agent of record, servicing agent, solicitor, insurance producer, financial representative, investment advisor or related financial institution, broker/dealer, insurance agency, or any individual or entity acting in a similar capacity involved in the sale, solicitation or placement of this contract unless such Trustee is a member of the annuitant's immediate family.
- (i) The Company reserves the right to require additional information with respect to the information provided herein.

**TRUSTEE SIGNATURES (ALL AUTHORIZED TRUSTEES LISTED ON PAGES 1 AND 2 MUST SIGN BELOW)**

\_\_\_\_\_  
Print Trustee Name

**X** \_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Trustee Name

**X** \_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Trustee Name

**X** \_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Trustee Name

**X** \_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Date

Forms may be sent to:

SBLI USA Life Insurance Company, Inc.  
100 West 33rd Street, Suite 1007  
New York, NY 10001-2914  
1-877-725-4872

S.USA Life Insurance Company, Inc.  
P.O. Box 1050  
Newark, NJ 07101-1050  
1-866-787-2123

Shenandoah Life Insurance Company  
P.O. Box 12847  
Roanoke, VA 24029  
1-800-848-5433, ext. 62059

† Prosperity Life Group is a trade name representing various affiliates of the Prosperity Life Insurance Group, LLC, including the operating members listed above. Members not licensed in all states. Only SBLI USA Life Insurance Company, Inc. is licensed in New York. Each member is solely responsible for its financial condition and contractual obligations.



**CERTIFICATE FOR CORPORATE ENTITY OWNERSHIP**

**Instructions**

Complete this form when applying for a non-qualified annuity contact with a corporate entity owner. Examples include contracts owned by partnerships, corporations or charitable entities that are not issued in conjunction with a qualified retirement plan. This form is not to be used for trust ownership - trust owners should complete the Trust Acknowledgment and Certification Form

Please indicate one of the following:

- New Contract (application attached)
- Existing Contract, Contract Number: \_\_\_\_\_

**When changing ownership of existing contacts, this form must accompany the change of owner form.**

**Please note the following:**

**The purpose of this form is to ensure that non-qualified annuity contracts held by a non-natural corporate entity will be tax-reported pursuant to the Internal Revenue Code. Under IRC Section 72(u), an annuity contract owned by a corporate entity, rather than a natural person, generally is not treated as an annuity contract for federal income tax purposes. Instead, the earnings under the contract are treated as ordinary income received or accrued by the owner during the taxable year, even if the earnings are not immediately withdrawn from the contract.**

There are several exceptions to this general rule, however, and it is possible that one of these exceptions applies to your contract. We suggest you consult your tax advisor to determine if you qualify for an exception.

ENTITY INFORMATION	
Name	Date of Establishment (MM/DD/YYYY)
Established in the State of	Phone Number
Address (Street, City, State, Zip)	
Tax ID Number (TIN)	

**TYPE OF ENTITY**

**Taxable Entities**

- Partnership (including LLP and Family Partnerships)
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_ (subject to Company approval)

**Annuity contracts owned by any of the taxable entities above do not generally receive tax deferral. The Company will issue an IRS Form 1099-R annually to report any gain within the contract as well as any distributions from the contract. The Company expresses no opinion with respect to the suitability of an annuity as an investment in a non-qualified deferred compensation plan. The administration of any such plan is the sole responsibility of the employer. Employees may want to consult with their legal and tax counsel before using an annuity in a non-qualified deferred compensation plan.**

**Tax-Exempt Entities**

- Charitable Organization or Foundation (including churches or hospitals)
- Educational Institution
- Other: \_\_\_\_\_ (subject to Company approval)

**Tax-exempt entities are not subject to taxation and therefore the Company will not issue an IRS Form 1099-R in connection with any gain or distribution from an annuity contract owned by such an entity. The Company expresses no opinion with respect to the suitability of an annuity as an investment in a 457(f) plan. The administration of any such plan is the sole responsibility of the employer. Employees should consult with their legal and tax counsel before using an annuity in a 457(f) plan.**

**DISCLOSURES**

**Important Information about Change or Death of Annuitant:**

When an annuitant or co-annuitant named on the contract passes away or is removed from the contract, full distribution of the contract may be required under the relevant provisions of Internal Revenue Code Section 72(s) or otherwise. **When the owner is a non-natural entity and the contract is annuitized, the annuitant becomes the owner of the contract and all distributions may be disbursed to the annuitant - not to the entity. Please consult with and rely on your tax or legal representative before making a decision on any investment.**

**Special Situations Requiring Prior Company Approval:**

Certain entities and special situations not noted on this form may require advance approval from the Company. Additional documentation may be required at the Company’s discretion. Each special situation will be reviewed and handled on a case-by-case basis, and a determination regarding tax consequences and tax reporting will be made after a review of the circumstances.

**This document is intended for informational purposes only in order to explain the Company's general interpretation of federal tax-reporting requirements and procedures. It does not constitute tax advice and does not modify the terms and conditions of your contract. The Company may change its procedures at any time without notice and may differ based upon the facts and circumstances presented. Please consult your tax representative regarding your particular situation before proceeding.**

**CERTIFICATION**

The authorized signer(s) listed below represent, warrant and certify that:

- The individuals listed below are authorized to purchase or surrender annuity contracts and give the Company instructions regarding the annuity contract on behalf of the entity named above. These instructions are binding on the entity.
- The representations made in this Certificate are true, complete and correct, and that the entity is active and in compliance with state and federal laws.
- As indicated below, either all or any one of the authorized signers identified below may exercise any of the powers certified to in this document and may act on behalf of and bind the entity and execute any documents on behalf of the entity that the Company may require.
  - All must sign       May sign individually
- The entity has an insurable interest in the life of the annuitant(s) named in the application.
- I/we agree to promptly inform the Company in writing of any changes in the composition of the authorized signers listed below, or any other event that could alter the certifications herein. I/we understand the Company will not be held liable for any action taken unless and until it receives such written notification.
- I/we understand that under IRS Section 72(u), a non-natural owner may not be entitled to tax-deferred status under an annuity contract and that earnings are treated as ordinary income received or accrued during the taxable year by the owner, unless certain exceptions apply. Neither the Company nor its agents have represented to me that any such exception applies.
- I/we do not hold the Company responsible for any tax consequences of the ownership of this annuity and confirm that I/we understand the tax consequences applicable to this investment.
- I/we agree, both individually and on behalf of the entity we represent, to jointly and severally indemnify and hold harmless the Company and its affiliates and each of their officers, directors, employees and agents from any and all losses, liabilities, claims, costs, defense or settlement (including reasonable attorneys’ fees) that the Company or its affiliates may incur as a result of reliance on the certifications made above.

\_\_\_\_\_  
Dated at (Location)

\_\_\_\_\_  
on (MM/DD/YYYY)

\_\_\_\_\_  
Print Name/Title of Authorized Signer

**X**

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Date



**CERTIFICATION (CONTINUED)**

\_\_\_\_\_  
Print Name/Title of Authorized Signer

**X**\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title of Authorized Signer

**X**\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Date

Please enclose and mail to:

SBLI USA Life Insurance Company, Inc.  
100 West 33rd Street, Suite 1007  
New York, NY 10001-2914  
1-877-725-4872

S.USA Life Insurance Company, Inc.  
P.O. Box 1050  
Newark, NJ 07101-1050  
1-866-787-2123

Shenandoah Life Insurance Company  
P.O. Box 12847  
Roanoke, VA 24029  
1-800-848-5433, ext. 62059

† Prosperity Life Group is a trade name representing various affiliates of the Prosperity Life Insurance Group, LLC, including the operating members listed above. Members not licensed in all states. Only SBLI USA Life Insurance Company, Inc. is licensed in New York. Each member is solely responsible for its financial condition and contractual





# SBLI USA Life Insurance Company, Inc.

## APPENDIX 11 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: \_\_\_\_\_

## INSTRUCTIONS

NEW YORK INSURANCE REGULATION NO. 60 REQUIRES THAT WITH EACH NEW APPLICATION FOR INSURANCE A DETERMINATION SHOULD BE MADE AS TO WHETHER IT WILL REPLACE EXISTING INSURANCE. IN THAT REGARD, PLEASE:

1. Answer Questions 1-6 On the Reverse Side of this Form.
2. Date and Sign the Form.
3. Retain the Copy for your Records.
4. Attach the Original to your Application for Insurance.
5. ***If you Answer Yes to any of Questions 1-6, Please Sign the REGULATION 60 AUTHORIZATION also enclosed.***
6. Return all Completed Forms to your SBLI Representative

100 West 33rd Street, Suite 1007, New York, NY 10001-2914  
1-877-SBLI-USA (1-877-725-4872) • [www.sbliusa.com](http://www.sbliusa.com)





**APPENDIX 10C  
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: \_\_\_\_\_

100 West 33rd Street, Suite 1007, New York, NY 10001-2914  
1-877-SBLI-USA (1-877-725-4872) • [www.sbliusa.com](http://www.sbliusa.com)





# SBLI USA LIFE INSURANCE COMPANY, INC. NY SALES MATERIAL CHECKLIST (ANNUITY SALES)

100 W. 33rd Street, Suite 1007, New York, NY 10001-2914 Toll Free: 1-877-SBLI-USA / 1-877-725-4872 website: www.sbliusa.com

**You must complete and sign this form and submit with the application if a replacement is involved.**

\_\_\_\_\_  
**Applicant Name**

**Sales Illustration** (copy must be included with application)

*Note: Illustrations may not be used unless provided by the Company or generated on software provided by the Company. May not be available.*

**Other Sales Materials** - Identify materials used in the sale. If the material used is not an exact match to one of the listed items, please describe what was used under "Other." Unless indicated, you do not need to submit copies of SBLI USA provided materials; otherwise, submit a copy with the application.

Select Choice SPDA Consumer Brochure (*indicate version below*)

S-BROSPAENY16 (1-2018)

S-BROSPAENY19\_TD (8-2020) or  S-BROSPAENY19\_TD\_3yr (10-2020)

Select Choice Annuity Rate Sheet (S-FLYSPAENY16)

Showing rates current as of: \_\_\_\_\_

Safe Solution Fixed Indexed Annuity Consumer Brochure (*indicate version below*)

S-BROFIAENY17 (7-2018)

S-BROFIAENY19\_TD Bank

Safe Solution Fixed Indexed Annuity Consumer Rate Sheet (S-FLYFIAENY16)

Showing rates current as of: \_\_\_\_\_

Safe Solution Fixed Indexed Annuity Performance Example (S-FLYFIATENY16 11-01-2018)

Safe Solution Fixed Indexed Annuity What Goes Up Flyer (S-FLYFIAENY16 1-26-2019)

Other \_\_\_\_\_

I certify that I have identified above all sales materials used in this sale and that copies of all such materials were provided to the applicant.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

I hereby certify that no sales material were used.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date





# SBLI USA Life Insurance Company, Inc.

## Regulation 194 Mandatory Initial Disclosure (As required by the New York State Department of Financial Services)

Agency Name

Agency Address

( )

( )

Telephone #

Fax #

E-mail

is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to engage in the following activities:

- Confer with insurance purchasers about the benefits, terms and conditions of insurance contracts
- Render advice concerning the substantive benefits of particular insurance contracts
- Sell insurance and
- Obtain insurance for purchasers

The role of the producer in any particular transaction typically involves one or more of the above listed 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.

SBLI USA Life Insurance Company, Inc.  
100 West 33<sup>rd</sup> Street, Suite 1007, New York, NY 10001-2914  
1-877-SBLI-USA (1-877-725-4872) • www.sbliusa.com





# SBLI USA Life Insurance Company, Inc.

## CUSTOMER IDENTIFICATION PROGRAM NOTICE

### Important Information You Need to Know About Buying a Life Insurance Policy or Annuity

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who buys a life insurance policy or annuity.

This notice answers some questions about our Customer Identification Program.

#### What products are covered by this notice?

- A permanent life insurance policy, other than a group life insurance policy;
- An Annuity contract, other than a group annuity contract
- Any other insurance product with features of cash value or investment.

#### What types of information will I need to provide?

When you buy a life insurance policy or annuity, we are required to collect information such as the following from you:

- Your name
- Date of birth
- Address
- Identification number:
  - U.S. Citizen: taxpayer identification number (social security number or employer identification number)
  - Non-U.S. Citizen: taxpayer identification number, passport number, and country of issuance, alien identification card number, or government-issued identification showing nationality, residence and a photograph of you.

You may also need to show your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement, or trust agreement.

The U.S. Department of the Treasury already requires you to provide most of this information. We may also require you to provide additional information such as your net worth, annual income, occupation, and employment information.

#### What happens if I don't provide the information requested or my identity can't be verified?

We may not be able to issue a policy or annuity or carry out transactions for you. If you already have a policy or annuity, we may have to suspend transactions.

***We thank you for your patience and hope that you will support the financial industry's efforts to deny terrorists and money launderers access to America's financial system.***

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**1035 EXCHANGE AND TRANSFER/ROLLOVER FORM**

**New Contract Issuing Company:**       SBLI                       S.USA                       Shenandoah Life

**Instructions:**

This form can be used to accomplish a FULL or a PARTIAL Exchange of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for Transfers of Funds and Direct Rollovers. Complete the requested information concerning the existing policy and contract, check the appropriate boxes, and date and sign this form. Refer to the application and any state-required forms for additional important disclosures and information. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated. Complete one form for each surrendering company.

**1. CURRENT CONTRACT INFORMATION (Please print)**

Current Company/Financial Institution	Policy Number Being Exchanged/Transferred
Current Company Address (Street, City, State, Zip)	Phone Number
Owner Name	Social Security Number (or Tax Identification Number)
Joint Owner Name (if any)	Social Security Number (or Tax Identification Number)
Annuitant Name (if other than Owner)	Social Security Number

**For Sections 2 through 4 complete ONLY ONE Section.**  
**Sections 2 OR 3 are for NON-QUALIFIED Funds. Section 4 is for QUALIFIED Funds.**

**2. NON-QUALIFIED 1035 EXCHANGE - From Non-Qualified Annuities, Endowments or Life Insurance Policies Only**

Type of account funds are coming from:       Annuity                       Life Insurance Policy                       Endowment

Full Exchange; or

Partial Exchange (Select one option below)

\$ \_\_\_\_\_ or \_\_\_\_\_ %

Penalty-Free Amount

A. I fully assign and transfer to The Company all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Current Contract Information section above (the "Contract") to The Company. The sole purpose of this assignment is to affect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as the owner of the Contract, including the right to surrender, are now exercisable by The Company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Contract. Other than the above mentioned owner, I warrant that no person, firm, or corporation, other than myself and the insurer that issued the Contract, has an interest in said Contract. I further warrant that the Contract is not subject to loan, assignment, levy or legal proceeding such as bankruptcy. I understand that The Company intends to surrender the Contract for the cash value or, if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new policy or contract to be issued by The Company. I authorize the surrendering company to send the proceeds directly to The Company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by The Company. The Company is not liable for changes in market value that may occur before the proceeds are received by The Company in good order and allocated to the new policy or contract. Prior to the date of receipt of the proceeds by The Company, no value will accrue or be earned on the new contract.

- B. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original Contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original Contract and the percentage of the value transferred to the new contract. For example, if the Contract value is \$100,000 and the basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.

I understand that under Rev. Proc. 2011-38 there is a 180-day period after any partial 1035 exchange during which any withdrawals, owner changes or annuitizations for a term of less than 10 years or life are subject to adverse tax treatment. I understand that if I take a withdrawal during this period, the IRS will apply general tax principles to determine the nature of the transaction and may modify the tax treatment accordingly. I understand that there are no statutory exceptions to this provision. I acknowledge and agree that The Company is not responsible for any adverse tax consequences associated with this transaction or that may arise from a withdrawal in the 180-day period following a partial 1035 exchange, and I agree that I have consulted a tax professional to the extent I have felt it appropriate.

- C. I authorize The Company to rely upon the cost basis information provided by the surrendering company, but agree that The Company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred.
- D. I agree that if The Company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, The Company may reassign ownership of the Contract back to me.
- E. I acknowledge that The Company is furnishing this form and is participating in this transaction at my request and as an accommodation to me and that the Company does not give tax or legal advice and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this exchange under IRC Section 1035(a) or other regulations.

### 3. TAXABLE EXCHANGE OF FUNDS

---

**Type of account funds coming from:**

- Mutual Fund                       Certificate of Deposit (CD)                       Brokerage Account                       Other\*

\*If "Other", describe: \_\_\_\_\_

Fund/Account Number: \_\_\_\_\_

**I wish to liquidate and transfer:**

- Entire Value
- Partial Value
- \$ \_\_\_\_\_ or \_\_\_\_\_ %
- Penalty-Free Amount

of the above referenced account directly to The Company.

By executing this form, I understand that The Company will apply all such funds received to a policy or contract issued to me. I understand that The Company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state, and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when The Company receives these proceeds and all other necessary paperwork in good order.



#### 4. TRANSFER/DIRECT ROLLOVER FROM TAX-QUALIFIED RETIREMENT ACCOUNT/CONTRACTS ONLY

---

**Type of transfer:**

- Transfer  Direct Rollover

**Type of account funds coming from:**

- TSA 403(b)  Traditional IRA  Roth IRA  Other \_\_\_\_\_

**Current Investment Vehicle**

- Certificate of Deposit (CD)  Mutual Fund  Annuity (Qualified Only)  Other \_\_\_\_\_

This will serve as authorization to liquidate and transfer:

- Entire Value; **OR**  
 Partial Value (Applicable to Annuity Contracts Only - Select one option below)  
 \$ \_\_\_\_\_ or \_\_\_\_\_ %  
 Penalty-Free Amount

of my account as listed above to the annuity Contract I have applied for with SBLI USA Life Insurance Company, Inc.

**Funds are to be transferred to a:**

- Traditional IRA  Roth IRA

**IRA Transfers:** By executing this form, if this transfer of funds is from a traditional IRA to a traditional IRA or from a Roth IRA to a Roth IRA, I intend that the transfer constitutes a tax-free IRA-to-IRA transfer. I understand that a transfer from a traditional IRA to a Roth IRA will be subject to income tax (except to the extent attributable to non-deductible contributions to the traditional IRA).

#### REQUIRED MINIMUM DISTRIBUTION (MUST BE COMPLETED IF YOU ARE SUBJECT TO RMD REQUIREMENTS BASED ON YOUR AGE)

---

Federal law requires you to withdraw a minimum amount from qualified annuity policies annually starting at a certain age. Prior to December 31, 2019, the required starting age for RMDs was 70 ½. Effective January 1, 2020, the starting age was changed to 72. The change in law applies only to individuals who reach age 70 ½ after December 31, 2019.

Current Year:

- I have received my Required Minimum Distribution (RMD) for this year.  
 I have not received my Required Minimum Distribution for this year and funds from the new annuity contract are not needed to satisfy my RMD.

Future Year:

If funds are **not** received by SBLI during this calendar year,

- I plan to satisfy my Required Minimum Distribution from another source.  
 I plan to satisfy my Required Minimum Distribution from the new SBLI annuity policy prior to issue of the contract.

#### 5. SPECIAL INSTRUCTIONS FOR LIQUIDATING EXISTING CONTRACT ACCOUNT

---

By executing this form, I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I hereby instruct the parties to process this liquidation:

- As soon as possible** after receipt of all necessary forms  
 **At Maturity Date\*:** \_\_\_\_\_  
 **On a specific date\*:** \_\_\_\_\_

(\* Date must be on or prior to the maturity date of the existing contract.)

**If no box is checked,** I understand that the liquidation will be done as soon as possible.

I also understand that it is my responsibility to confirm with the surrendering company their processing guidelines for selecting a specific transfer date.

## 6. RETURN OF LIFE POLICY OR ANNUITY CONTRACT

Please choose one if you are transferring the full value of your current policy/contract.

- Check one:**       Policy/Contract Attached
- Lost Policy/Contract Certification - The undersigned Owner(s) certifies that the Policy or Contract has been lost or destroyed and that reasonable effort has been made to locate it.

## 7. W-9 CERTIFICATION (REQUIRED)

If you are requesting payments as a U.S. person, the IRS requires you to agree to the following statements. If you are not a U.S. person, please contact us for the appropriate form.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (TIN), or I am waiting for a number to be issued to me, **and**
2. I am not subject to backup withholding because:
  - a. I am exempt from backup withholding, or
  - b. I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
  - c. the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. citizen or U.S. person (including a U.S. resident alien); **and**
4. I am not subject to FATCA reporting because I am a U.S. person and the account is located within the United States.

**Certification instructions.** Please strike any incorrect items above. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

**The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

## 8. SIGNATURES (REQUIRED)

_____	_____	_____
Owner Name	Owner Signature	Date
_____	_____	_____
Joint Owner Name	Joint Owner Signature	Date
_____	_____	_____
Annuitant Name, if required	Annuitant Signature	Date
_____	_____	_____
Irrevocable Beneficiary, if applicable	Irrevocable Beneficiary Signature	Date
_____	_____	_____
Spouse Name, if applicable*	Spouse Signature	Date
_____		
Guarantee Signature, if required by ceding company		

\*The spouse's consent is required if the owner/annuitant is married and the owner/annuitant's spouse is not the primary beneficiary.



