



The United States Life Insurance  
Company in the City of New York  
Annuity Service Center  
P.O. Box 871  
Amarillo, TX 79105-0871  
Telephone: 877.289.0256

**Single Premium Deferred  
Fixed Annuity Application**

5 Year  7 Year

**OWNER (All Policyholder correspondence will be sent to this address.)**

Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_  
Address: \_\_\_\_\_ Marital Status: \_\_\_\_\_ SSN: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_

**JOINT OWNER (Optional. Non-Qualified Annuities only.)**

Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_  
Marital Status: \_\_\_\_\_ SSN: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

**ANNUITANT (if different from the Owner.)** Upon the death of the Annuitant, Owner may designate a new Annuitant. If no designation is made within 30 days of the death of the Annuitant, the Owner will become the Annuitant.

Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ SSN: \_\_\_\_\_  
Relationship to Owner: \_\_\_\_\_

**OWNER'S BENEFICIARY DESIGNATION - In the event of death of Owner, surviving Joint Owner becomes Primary Beneficiary.**

If you do not want the Joint Owner to be the Primary Beneficiary, check here and name Beneficiary below.

Primary Beneficiary: Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Contingent Beneficiary: Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

**INTEREST RATE** (Interest is credited and compounded daily to achieve the annual rate. To achieve this rate, the premium must be left for a full year without any withdrawals.) The guaranteed minimum interest rate for the life of your policy is \_\_\_\_\_%.

**Premium Guarantee:** I do  do not  elect the Return of Premium Guarantee.

- 1 year with premium enhancement. The Interest Rate on the Single Premium is \_\_\_\_\_% for 1 year. In addition, an enhancement equal to \_\_\_\_\_% of the Single Premium will be credited to your annuity value on the Policy Date.
- 3 year. The Interest Rate on the Single Premium is \_\_\_\_\_% for 3 years. This rate includes a \_\_\_\_\_% enhancement payable for 3 years.
- 5/7 year. The Interest Rate on the Single Premium is \_\_\_\_\_% for \_\_\_\_\_ years.
- 5/7 year MVA. The Interest Rate on the Single Premium is \_\_\_\_\_% for \_\_\_\_\_ years.

**PURCHASE PAYMENT**

Policy Number: \_\_\_\_\_ Policy Date: \_\_\_\_\_  
Single Premium Payment: \$ \_\_\_\_\_ Annuity Income Date: \_\_\_\_\_

PLAN TYPE (required):  Non-Qualified  Qualified\*

Tax-Qualified Plans:  Traditional IRA  SEP IRA  Roth IRA  401 Corporate Plan  Other: \_\_\_\_\_

Check one:  Initial Contribution for Tax Year \_\_\_\_\_  Transfer  Rollover  Roth IRA Conversion Year \_\_\_\_\_

\*If I am funding a tax qualified retirement plan with this annuity, I understand that the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.

**SIGNATURES** Checks must be made payable to **The United States Life Insurance Company in the City of New York.**

Do you have any existing life insurance policies or annuity contracts?  Yes  No  
Will this annuity replace, discontinue or change any existing life insurance or annuity contract issued by any company?  Yes  No (If yes, complete the following.) Company \_\_\_\_\_ Policy No. \_\_\_\_\_  
Are you an active duty service member of the United States Armed Forces?  Yes  No

I understand this annuity is not federally insured. I represent that all statements and answers in this application are complete and true to the best of my knowledge and belief, on my behalf and any person who may claim any interest under this policy.

Please initial if applicable: \_\_\_\_\_ I am applying for a market-value adjustment annuity. I understand that amounts payable under the policy are subject to a market value adjustment and to an early withdrawal charge for the period specified in the policy.

X \_\_\_\_\_ X \_\_\_\_\_  
Owner's Signature Joint Owner's Signature (if applicable)

Signed at (city/state): \_\_\_\_\_ on (date): \_\_\_\_\_

**REPRESENTATIVE INFORMATION**

To the best of my knowledge the applicant has an existing life insurance policy or annuity contract.  Yes  No  
Do you have any reason to believe this annuity will replace, discontinue or change any existing life insurance or annuity?  Yes  No  
As agent, have you complied with all State Replacement Regulations and completed all required State Replacement forms?  Yes  No  
By signing this form, I certify that I have truly and accurately recorded herein the information provided by the applicant.

X \_\_\_\_\_  
Licensed Agent's Signature Agency Name and Number  
State Lic.#: \_\_\_\_\_ Agent#: \_\_\_\_\_  
Licensed Agent (Print name)

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**Contract Number:** \_\_\_\_\_

This is a summary of the provisions of your annuity, but it is not a part of your contract. Your annuity contract contains complete details.

The Western National series of annuities is issued and underwritten in New York by The United States Life Insurance Company in the City of New York ("US Life") and in all other states by American General Life Insurance Company.

The Western National 5 Annuity is a single premium deferred annuity which offers an optional premium guarantee backed by US Life. The premium guarantee, if chosen, provides that your value at cancellation will be equal to or greater than your premium paid, less any previous withdrawals of interest or premium.

**ANNUITIES:** are not a deposit; are not FDIC/NCUA/NCUSIF-insured; are not insured by any federal government agency; are not guaranteed by the bank/credit union; and may lose value.

**Premium Guarantee:** I do  do not  elect the Optional Return of Premium Guarantee.

**Check the applicable interest rate option below. (Please find the interest rate option that you selected on your application. Note that if there is a discrepancy between the interest rates listed below and the interest rates stated on the application, the higher stated interest rate will apply.)**

**1 Year Effective Annual Interest Rate (with Premium Enhancement):** The present effective annual interest rate on the single premium is \_\_\_\_\_% and is guaranteed to be in effect for one year from the Contract Date. Additionally, US Life will credit your annuity contract with a one-time enhancement equal to \_\_\_\_\_% of your premium on the Contract Date, thereby providing a higher yield than the above stated effective annual interest rate. To achieve this yield, the premium must be left in the annuity for a full year without any withdrawals. Interest is credited and compounded daily to achieve the annual yield.

**3 Year Effective Annual Interest Rate (3-Year Guarantee):** The guaranteed effective annual interest rate on the single premium is \_\_\_\_\_% for years one through three. This rate includes a \_\_\_\_\_% enhancement to the current credited interest rate and is payable for the first three (3) years only. After three years, the enhancement is no longer payable. To achieve this rate, the premium must be left in the annuity for a full year without any withdrawals. Interest is credited and compounded daily to achieve the annual rate.

**5 Year Effective Annual Interest Rate (5-Year Guarantee):** The guaranteed effective annual interest rate on the single premium is \_\_\_\_\_% for years one through five. To achieve this rate, the premium must be left in the annuity for a full year without any withdrawals. Interest is credited and compounded daily to achieve the annual rate.

**Guaranteed Minimum Interest Rate:** (The current guaranteed minimum interest rate is predetermined by US Life.) The effective annual interest rate will be declared from time to time by the Board of Directors and is guaranteed to always be at least \_\_\_\_\_%. This guaranteed minimum interest rate will remain in effect for the life of your contract and is not subject to change.

**Withdrawal Privileges:** After 30 days from the Contract Date, you may take multiple penalty-free withdrawals each year not exceeding in total the greater of (1) the accumulated interest earned or (2) up to 15% of the previous anniversary annuity value. If you do not use all of the 15% free withdrawal percentage in a contract year, you may carry over the unused portion to the next contract year up to a maximum of 20% of the previous anniversary annuity value. Withdrawals in excess of the permitted free withdrawals are subject to an early withdrawal charge for five years from the Contract Date.

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

(% of Excess Amount Withdrawn)

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

*The expense charges may be higher and/or the interest rate credited may be lower for a contract with an interest or premium bonus than for a contract without such a bonus. The amount of the bonus may be more than offset by the charges and/or reduced interest associated with the bonus.*

**Extended Care Rider:** Early withdrawal charges may be waived in the event an Owner receives qualifying extended care if:

- Extended care begins at least two years after the Contract Date; and
- Extended care is provided in a qualified institution for at least ninety consecutive days.

Coverage terminates on the earliest of the date income payments begin or the date on which the annuity contract terminates.

**Waiver of Early Withdrawal Charges:** Early withdrawal charges may be waived if:

- A Licensed Health Care Practitioner certifies that the Owner is unable to perform at least 2 of 6 Activities of Daily Living for at least 90 consecutive days; and
- Certification by a Licensed Health Care Practitioner occurs at least one year after the Contract Date.

Coverage terminates on the earliest of the date income payments begin or the date on which the contract terminates.

**Terminal Illness Rider:** Early withdrawal charges may be waived on one partial withdrawal or full withdrawal of the annuity value if:

- An Owner is diagnosed with a disease or medical condition which a qualified physician expects will result in death within one year; and
- US Life receives notice of an Owner's terminal illness.

Coverage terminates on the earliest of the date income payments begin, the date of a withdrawal taken according to the provisions of this rider, or the date on which the annuity contract terminates.

**Federal Tax Penalty:** Withdrawals from your annuity prior to age 59<sup>1</sup>/<sub>2</sub> are generally subject to a 10% federal early withdrawal penalty.

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

By signing below, I/we acknowledge that I/we have read and understand the above items, **including the information on page 1 of this form**, have received a copy of this acknowledgment and certify that I/we have paid a single premium of \$\_\_\_\_\_ to purchase a Western National 5 Annuity from US Life. I/we further certify that my/our financial objectives and situation were assessed and that this annuity is suitable for me/us.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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1050 N. Western Street  
Amarillo, TX 79106-7011

## Definition of Replacement

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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 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 NO. 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT IS REQUIRED TO PROVIDE YOU WITH A COMPLETED DISCLOSURE STATEMENT AND THE **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

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SIGNATURE OF APPLICANT

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DATE

---

SIGNATURE OF APPLICANT

---

DATE

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

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SIGNATURE OF AGENT

---

DATE

## CLIENT PROFILE

Annuities are intended to be long-term investments and are not intended for short-term savings goals. The United States Life Insurance Company in the City of New York requires that the Licensed Agent determine whether the purchase of an annuity is consistent with your financial needs and objectives. The information below will be used in determining whether an annuity is an appropriate recommendation for you.

Personal Information (Please Print)					
Name:		Date of Birth:	Age:	Social Security Number:	
Address:			City:	State:	Zip Code:
Home Phone:	Work Phone:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female		Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed	
Spouse's Name:		Spouse's Date of Birth:	Spouse's Age:	Spouse's Social Security Number:	
Type of ID verified, number, and expiration date:			Financial resources used to fund annuity:		
Federal Tax Bracket: <input type="checkbox"/> 0% - 10% <input type="checkbox"/> 10% - 15% <input type="checkbox"/> 15% - 25% <input type="checkbox"/> 25% - 28% <input type="checkbox"/> 28% - 33% <input type="checkbox"/> 33% - 35% <input type="checkbox"/> > 35%					
Filing Status: <input type="checkbox"/> Single <input type="checkbox"/> Married Filing Jointly <input type="checkbox"/> Married Filing Separately <input type="checkbox"/> Head of Household					

Financial and Investment Information			
<b>Financial Objectives</b> <input type="checkbox"/> Avoid Probate <input type="checkbox"/> Growth <input type="checkbox"/> Income <input type="checkbox"/> Safety of Principal <input type="checkbox"/> Transfer to Heirs <input type="checkbox"/> Other _____	<b>Intended Use</b> <input type="checkbox"/> Child's Education <input type="checkbox"/> Estate Planning <input type="checkbox"/> Income <input type="checkbox"/> Interest Earnings <input type="checkbox"/> Retirement <input type="checkbox"/> Tax Savings <input type="checkbox"/> Other _____	<b>Investment Time Frame</b> <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 3 to 5 years <input type="checkbox"/> 5 to 10 years <input type="checkbox"/> Longer than 10 years	<b>Annual Household Income (in thousands)</b> <input type="checkbox"/> \$0-25 <input type="checkbox"/> \$150-200 <input type="checkbox"/> \$25-50 <input type="checkbox"/> \$200-250 <input type="checkbox"/> \$50-75 <input type="checkbox"/> \$250-500 <input type="checkbox"/> \$75-100 <input type="checkbox"/> \$500-750 <input type="checkbox"/> \$100-150 <input type="checkbox"/> \$750-1 mil <input type="checkbox"/> > \$1 mil
<b>Net Worth – excluding home and personal property (in thousands)</b> <input type="checkbox"/> \$0-25 <input type="checkbox"/> \$300-400 <input type="checkbox"/> \$25-50 <input type="checkbox"/> \$400-500 <input type="checkbox"/> \$50-75 <input type="checkbox"/> \$500-750 <input type="checkbox"/> \$75-100 <input type="checkbox"/> \$750-1 mil <input type="checkbox"/> \$100-150 <input type="checkbox"/> \$1-1.5 mil <input type="checkbox"/> \$150-200 <input type="checkbox"/> \$1.5-2 mil <input type="checkbox"/> \$200-250 <input type="checkbox"/> > \$2 mil <div style="text-align: right;">Actual</div>	<b>Liquid Net Worth after this purchase (in thousands)</b> <input type="checkbox"/> \$0-25 <input type="checkbox"/> \$300-400 <input type="checkbox"/> \$25-50 <input type="checkbox"/> \$400-500 <input type="checkbox"/> \$50-75 <input type="checkbox"/> \$500-750 <input type="checkbox"/> \$75-100 <input type="checkbox"/> \$750-1 mil <input type="checkbox"/> \$100-150 <input type="checkbox"/> \$1-1.5 mil <input type="checkbox"/> \$150-200 <input type="checkbox"/> \$1.5-2 mil <input type="checkbox"/> \$200-250 <input type="checkbox"/> > \$2 mil <div style="text-align: right;">Actual</div>	<b>Estimated Annual Expenses</b> <input type="checkbox"/> \$0-15,000 <input type="checkbox"/> \$15,001-30,000 <input type="checkbox"/> \$30,001-45,000 <input type="checkbox"/> \$45,001-60,000 <input type="checkbox"/> \$60,001-75,000 <input type="checkbox"/> \$75,001-90,000 <input type="checkbox"/> > \$90,000 <div style="text-align: right;">Actual Annual Expenses</div>	<b>Anticipate Needing Access to Funds</b> <input type="checkbox"/> Within 1 year <input type="checkbox"/> 1 to 5 years <input type="checkbox"/> 5 to 10 years <input type="checkbox"/> Longer than 10 years <input type="checkbox"/> Funds will not be needed <hr/> <div style="text-align: right;">Amount Needed</div>
<b>Financial Experience</b> <input type="checkbox"/> Annuities <input type="checkbox"/> Bonds <input type="checkbox"/> CDs <input type="checkbox"/> Life Insurance <input type="checkbox"/> Mutual Funds <input type="checkbox"/> Stocks <input type="checkbox"/> Other _____			
<b>Risk Tolerance</b> <input type="checkbox"/> Conservative <input type="checkbox"/> Moderately Conservative <input type="checkbox"/> Moderate <input type="checkbox"/> Moderately Aggressive <input type="checkbox"/> Aggressive			

Additional Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## REQUEST TO TRANSFER FUNDS

<b>1. PERSONAL INFORMATION</b>	
Owner: _____ Annuitant (if different from owner): _____ Address: _____ City/State/Zip: _____	Joint Owner: _____ Social Security Number: _____ Phone: _____
<b>2. CONTRACT/CERTIFICATE</b>	
Account Number _____ The above contract(s) is <input type="checkbox"/> enclosed <input type="checkbox"/> misplaced	Company Address _____ Phone _____
<b>3. TYPE OF WITHDRAWAL</b>	
<input type="checkbox"/> Total withdrawal <input type="checkbox"/> Partial Withdrawal _____ FROM <input type="checkbox"/> Annuities <input type="checkbox"/> Life Insurance	
<b>4. SOURCE OF TRANSFER (For Direct Rollovers, use form number USL 175)</b>	
<b>TYPE OF TRANSFER</b>	
<input type="checkbox"/> Trustee-to-Trustee Transfer <input type="checkbox"/> IRA/SEP <input type="checkbox"/> Roth IRA <input type="checkbox"/> Other _____ <input type="checkbox"/> Liquidate on maturity date of _____ (Before the maturity date, I understand there may be a penalty.) <input type="checkbox"/> Immediately	<input type="checkbox"/> Non-Qualified Funds (Non-Insurance) <input type="checkbox"/> Certificate of Deposit: <input type="checkbox"/> Before the maturity date, I understand there may be a penalty <input type="checkbox"/> On the maturity date of _____ <input type="checkbox"/> Mutual Fund / Money Market
Participants who are age 70 1/2 or older may be required to take a required minimum distribution prior to completing this transaction, if this a complete transfer.	
<input type="checkbox"/> IRC Section 1035(a) Non-Taxable Exchange of Non-Qualified Funds (For partial exchanges, use form USL 163)	
<b>ABSOLUTE ASSIGNMENT</b>	
I do absolutely assign and transfer the above identified life/annuity contract to The United States Life Insurance Company in the City of New York (US LIFE), its successors and/or assigns, along with any and all claims, options, privileges, rights, title, and interest therein, and subject to all conditions of such contract as consideration and in exchange for an annuity contract to be issued by US LIFE in conformance with section 1035 of the Internal Revenue Code. All power, election, appointments, options or rights exercisable by me as owner of the contract (including the right to surrender this contract) are now exercisable by US LIFE, subject to acceptance by the issuing company.	
The contract I am assigning is not subject to any prior assignment. It is not subject to proceedings in bankruptcy, federal tax levy, collection proceedings or any other legal action. There is no outstanding loan on the contract.	
No coverage takes effect with US LIFE because of this assignment or any application for an US LIFE contract. The contract issued by US LIFE will be deemed to be issued in exchange for the contract listed above when the proceeds of such contract are received by US LIFE and applied to its contract. If a claim should arise before payment of the surrender value in full is received by US LIFE, the undersigned understands no insurance has taken effect with US LIFE and the undersigned agrees to look solely to the insurer of the contract number noted above for relief. For ALL 1035 Exchanges, please provide the cost basis information for the current contract.	
<b>5. SIGNATURES</b>	
I understand and agree that if I establish more than one non-qualified annuity contract with The United States Life Insurance Company in the City of New York (US LIFE) in the same calendar year, US LIFE will be required to treat all such contracts as a single contract for tax purposes. Such contracts are referred to as "serial contracts." I understand and agree that this means that because serial contracts are treated as one contract, all interest must be withdrawn and taxes paid on each contract in succession before any withdrawals of principal are allowed. I also understand and agree that an exchange of one non-qualified annuity contract for multiple non-qualified annuity contracts issued by more than one insurance company may not qualify for treatment as a nontaxable Section 1035 exchange of contracts. I hereby authorize US LIFE to rely upon the information provided by the current insurer, trustee, or custodian, and to assume, in the absence of such information, that more restrictive and/or less beneficial tax rules apply to the amounts transferred.	
I request that the above referenced contract be liquidated and transferred to The United States Life Insurance Company in the City of New York. I am aware of any penalties or surrender charges that will result from this liquidation by the previous company. I am further aware that any tax consequences of this transaction are solely my own and that I may wish to consult my tax advisor.	
Contract Owner: _____	Date: _____
Joint Owner: _____	Date: _____
Spouse/Irrevocable Beneficiary (if any) _____	Date: _____
Witness to all signatures: _____	Date: _____
<b>6. ACCEPTANCE</b>	
For transfers of tax-qualified funds, the new contract must meet the same Internal Revenue Code requirements as the existing contract. On the above authorization and/or assignment, please liquidate the above assets.	
Assets will be accepted in new contract # _____ or existing contract # _____	
Make check(s) payable and mail to: The United States Life Insurance Company in the City of New York FBO: _____ SSN: _____ P.O. Box 871 Amarillo, Texas 79105	Or if IRA Transfer The United States Life Insurance Company in the City of New York FBO: _____ _____ _____
By: _____ Date: _____	
US Life Insurance Company Representative/Title	

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## REQUEST FOR PARTIAL EXCHANGE UNDER SECTION CODE 1035(a)

### Partial Withdrawal and Assignment of Proceeds to:

TO BE COMPLETED ON THE EXISTING CONTRACT:	
CONTRACT NO.: _____	Proceeds being assigned (please complete only one line)
OWNER(S): _____	_____ % (Gross) (percent of current value to be withdrawn prior to application of surrender or early withdrawal charges)
SSN OR TAX ID NO.: _____	
ADDRESS: _____	
PHONE NO. _____	<b>OR</b>
ANNUITANT: _____	_____ % (Net) (percent of current value I desire to have sent to new insurer after surrender or early withdrawal charges) <b>OR</b>
EXISTING INSURER'S NAME/ADDRESS:	\$ _____ (Gross) <b>OR</b>
_____	\$ _____ (Net)
_____	
_____	

#### Instructions:

To the Existing Insurer: It is my desire to withdraw a part of the proceeds of my existing contract as described above and assign those proceeds to The United States Life Insurance Company in the City of New York in an exchange intended to qualify under Section 1035(a) of the Internal Revenue Code. My signature below is authorization to withdraw from my contract the proceeds described above and pay those funds directly to The United States Life Insurance Company in the City of New York.

To the New Insurer: I hereby transfer and assign to The United States Life Insurance Company in the City of New York the above-described proceeds from my existing annuity contract, subject to your acceptance. Please issue a new contract upon your receipt of the proceeds. The Owner and Annuitant on the new contract will be the same as on the existing contract.

**I UNDERSTAND THAT UPON RECEIPT OF THE PROCEEDS BY THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK, THE PROCEEDS WILL BE APPLIED AS AN INITIAL PREMIUM FOR THE NEW ANNUITY CONTRACT.** The proceeds assigned shall not be considered a premium until the assigned proceeds are actually received by The United States Life Insurance Company in the City of New York. A contract will not be in effect until the first premium is paid. If a claim should arise before payment of the initial premium is received by The United States Life Insurance Company in the City of New York, I agree to look solely to the issuer of the existing contract noted above for relief.

I understand that by executing this assignment, I irrevocably waive all rights, claims and demands under the existing contract in regard to those proceeds assigned to The United States Life Insurance Company in the City of New York.

I understand that the exact amount of the proceeds may vary depending upon the date of the partial transfer, and I agree to execute any additional documents required to complete the transfer.

I represent that the existing contract is not subject to any prior assignment; the contract is not subject to proceedings in bankruptcy, federal tax levy, or collection proceedings resulting from an unpaid assessment, or any other legal action; and that there is no outstanding loan on the contract.

I understand that a partial exchange is subject to applicable tax rules and requirements, including but not limited to IRS Revenue Procedure 2008-24 which requires that the cost basis of the original contract be reduced pro rata by the amount of the exchange to the new contract. That guidance includes specific rules intended to prevent the use of partial exchanges to avoid tax obligations, and provides that any distribution from either the surrendering or receiving contract involved in a partial exchange within 12 months from the date of the exchange may result in the partial exchange being treated as a taxable withdrawal from the original contract rather than a tax-free exchange.

To the extent that Section 1035 of the Internal Revenue Code permits certain nontaxable partial exchanges of annuity contracts, it is my intention that said partial exchange qualify as a Section 1035 exchange. As such, I affirm that it is not my desire or intention to avoid the 10% premature withdrawal penalty imposed by Section 72(q) by virtue of said partial exchange.

I understand that my tax basis in the above-referenced annuity contract shall be allocated to said partial exchange on a pro-rata basis after the assessment of any surrender or early withdrawal charge due to the existing insurer. I agree to the transfer of a pro-rata part of my tax basis to The United States Life Insurance Company in the City of New York based on the methodology disclosed herein.

I represent and agree that The United States Life Insurance Company in the City of New York is furnishing this form and is participating in the transaction at my specific request and as an accommodation to me. I understand and agree that neither The United States Life Insurance Company in the City of New York nor its agent(s) make any representations concerning my tax treatment under Internal Revenue Code Section 1035 or otherwise, and that The United States Life Insurance Company in the City of New York has no responsibility or liability for the validity of the Assignment.

I understand that The United States Life Insurance Company in the City of New York does not provide tax or legal advice and recommends that I seek the advice of my tax or legal advisor before entering into this transaction.

I understand that the transactions associated with the above-referenced existing annuity contract will be reported to the IRS by the existing insurer as a Section 1035 exchange, and that I will be responsible for any federal income tax consequences, interest and penalties, if any, associated with said transactions. Further, I agree to hold harmless and indemnify The United States Life Insurance Company in the City of New York and its affiliates from any federal income taxes that may be incurred, if any, as a result of said transactions associated with the above-referenced annuity contract.

**I UNDERSTAND THAT THE CASH VALUE OF THE ASSIGNED PROCEEDS SHALL NOT BE CONSIDERED PART OF THE PREMIUM UNTIL THE ASSIGNED PROCEEDS ARE ACTUALLY RECEIVED BY THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK. I FURTHER UNDERSTAND THAT AN ANNUITY CONTRACT WILL NOT COME INTO FORCE SIMPLY AS A RESULT OF THIS ASSIGNMENT.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE OF OWNER/ASSIGNEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE OF CO-OWNER (IF APPLICABLE)

-----  
**ACCEPTANCE**  
**(To be Completed by the New Insurer)**

To the Existing Insurer: The above-named individual has applied for a Non-Qualified Annuity with \_\_\_\_\_. We will accept the above-described assignment of a portion of the proceeds currently held in your contract for placement into the Non-Qualified Annuity established at \_\_\_\_\_. This transaction is to be accomplished in accordance with Internal Revenue Code Section 1035(a).

Please provide us with the pre and post 8/13/82 cost basis allocated to the partial exchange after assessment of any early withdrawal charges.

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature of Authorized Representative  
\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

Checks should be made payable to The United States Life Insurance Company in the City of New York for the benefit of \_\_\_\_\_  
Name of Existing Contract Owner

SSN or Contract No: \_\_\_\_\_

The United States Life Insurance Company in the City of New York  
P O Box 871  
Amarillo, Texas 79105-5403



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

Overnight Mailing Address:  
Annuity Service Center  
2271 Southeast 27<sup>th</sup> Avenue  
Amarillo, TX 79103

**REQUEST FOR DIRECT ROLLOVER OF FUNDS TO THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK**

**CUSTOMER INFORMATION**

Contract owner / Plan Participant Name & Address

Current Insurer / Trustee / Custodian Name & Address

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

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

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

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

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

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

1. Current Retirement Plan

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

2. Basis for Distribution

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

3. Type of Distribution

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

4. Direct Rollover to:

- Individual Retirement Annuity - IRC Sec. 408(b)
- Simplified Employee Pension - IRC Sec. 408(k)

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

6.  Rollover to a new contract, application attached.

\_\_\_\_\_  
Date

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

**ACCEPTANCE**

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

Traditional IRA, SEP

Please make check(s) payable and mail to:

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

FBO: (participant)

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

P.O. Box 871

Amarillo, Texas 79105-0871

\_\_\_\_\_  
Date

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

## LEGAL INFORMATION

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

### Direct Transfers

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

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

### Eligible Rollovers

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

### Rollovers by Beneficiary

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

### Direct Rollovers

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

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

### Distributions Paid Directly to You

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

### Amounts Not Eligible For Rollover

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