

## INDIVIDUAL SINGLE PREMIUM ANNUITY APPLICATION

1. OWNER			
☐ Trust ☐ Other Non-Natural ☐ Inherited ☐ UTMA/UMGA	☐ Male ☐ Female		
Name (First, MI, Last)	SSN/Taxpayer ID		
Address Street	Birthdate (DD/MM/YYYY)		
City, State Zip	Telephone		
Email Address	US Citizen ☐ Yes ☐ No If "no," complete Non-US Citizen Form		
2. JOINT OWNER (if applicable)			
Name	☐ Male ☐ Female		
	SSN/Taxpayer ID		
Address Street	Birthdate (DD/MM/YYYY)		
City, State Zip	Telephone		
Email Address	US Citizen ☐ Yes ☐ No If "no," complete Non-US Citizen Form		
3. ANNUITANT (complete only if different from Owner)			
Name	☐ Male ☐ Female		
	SSN/Taxpayer ID		
Address Street	Birthdate (DD/MM/YYYY)		
City, State Zip	Telephone		
Email Address	US Citizen ☐ Yes ☐ No If "no," complete Non-US Citizen Form		
4. JOINT ANNUITANT (if applicable)			
Name	☐ Male ☐ Female		
	SSN/Taxpayer ID		
Address Street	Birthdate (DD/MM/YYYY)		
City, State Zip	Telephone		
Email Address	US Citizen  ☐ Yes ☐ No		
	If "no," complete Non-US Citizen Form		

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	5. BENEFICIARY DESIGNATION (Percentages must be in whole numbers and total 100% for primary and contingent beneficiaries. Please use the Beneficiary Designations Form if needed.)							
IN THE EVENT OF JO		RSHIP, TI	HE SURVIVING OW	NER IS THE SOLE PRIMARY BENEF	ICIARY UNLESS			
□ <b>Primary</b> (First,	, MI, Last)	%	SSN	Address	Relationship			
☐ Primary ☐ C	ontingent	%	SSN	Address	Relationship			
☐ Primary ☐ C	ontingent	%	SSN	Address	Relationship			
□ Primary □ C	ontingent	%	SSN	Address	Relationship			
6. POLICY & PREM	IIUM DETA	ILS						
Product:								
Product Name:								
Surrender Charge	Period:							
Funds Are: Non	-Qualified	Qual	lified IRA Qua	lified Roth IRA				
Non-Qualified Source of Funds:								
New Money	Amount \$	S		_				
1035 Exchange	Amount \$	S		_ Company				
NQ Transfer	Amount \$	S		_ Company				
Qualified Source	of Funds:							
Rollover/Transfer	Amount \$			Company				
Rollover/Transfer	Amount \$			Company				
Rollover/Transfer	Amount \$			Company				
Contribution Amount \$ Year								

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7. REPLACEMENT OF OTHER CONTRACTS								
Does the Proposed O	wner have any existing life insurance or anr	nuity contracts?   Yes   No						
Will the contract beir	Will the contract being purchased replace or change an existing life insurance or annuity contract? ☐ Yes ☐ No							
8. STATEMENTS AN	ND AUTHORIZATIONS							
	PROPOSED OWNER'S STAT	EMENT						
any medications or complete this Applic and belief. I agree th and Annuity Compan no authority to appr I understand that t	I have read and understand this Application. I am not currently taking and I am not under the influence of any medications or drugs that would affect my ability to fully understand and to fully and accurately complete this Application. The representations in this Application are true to the best of my knowledge and belief. I agree the annuity contract shall not be in effect until it has been issued by Oceanview Life and Annuity Company ("the Company") and the single premium is paid. I understand that the Producer has no authority to approve this Application, change the annuity contract, or waive any contract provisions. I understand that the annuity contract will not be effective until the date signed in the contract and all eligibility requirements are met.							
	FRAUD NOTICE/WARN	ING						
Any person who knowingly submits a false statement in an Application for insurance may be guilty of a criminal offense and subject to penalties under state law. I have read, understand, and acknowledge the Fraud Notice.								
Owner's Signature	Date	Signed at City and State						
Joint Owner's Signat	ure Date	Signed at City and State						
	PRODUCER'S STATEME	ENT						
I further certify that any information recorded by me on this Application is true and accurate to the best of my knowledge and belief, and that the Owner seemed to me to be lucid and to fully understand all of the questions on this Application.								
Agent Signature	Agent Printed Name	Agent NPN/Last 4 of SSN Dat	e					
Agent E-Mail		Agent Phone						
Complete the follow	ing section for additional agent and indicat	te split percentages:						
Agent Name	Agent NPN/Last 4 of SSN	Agent E-Mail/Phone	% Split					

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### **Certificate of Disclosure and Acknowledgement**

# **Sky Harbourview Multi-Year Guaranteed Annuity Single Premium Deferred Annuity**

Thank you for your interest in the Sky Harbourview Multi-Year Guaranteed Annuity, which is a Single Premium Deferred Annuity offered by Oceanview Life and Annuity Company. It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity contract ("contract") for which you are applying. This document is intended to provide you with a summary of the contract, including its benefits and limitations.

## What is the Sky Harbourview Multi-Year Guaranteed Annuity?

The Sky Harbourview Multi-Year Guaranteed Annuity is a Single Premium Deferred Annuity primarily intended for customers seeking a long-term retirement savings vehicle.

Your fixed deferred annuity is not a security or any type of investment contract. It is not a stock market investment and does not directly participate in any stock or equity investments. It is suitable for use as an IRA or other qualified account as well as an attractive alternative CDs or other taxable vehicles. You can start your Sky Harbourview MYGA with a minimum premium of \$20,000.

### What if I decide I do not want my annuity contract after it is delivered?

After receipt of the annuity contract, the contract may be returned within the free look period for an unconditional refund of the amount paid for the contract. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your contract and is at least 20 days.

## How will interest be credited to my Contract?

Interest is credited to the initial interest rate guaranteed for the first Guaranteed Period. At the end of the Guaranteed Period, and each subsequent Guaranteed Period thereafter, a new rate will be declared. Your annuity will earn a declared interest rate, which may go up or down, but can never be less than the contract's minimum guaranteed rate at the time of your purchase. Your interest is credited and compounded daily to yield our declared annual rate. There are no front-end sales charges or annual administrative fees. 100% of your money works for you!

### What is a Market Value Adjustment (MVA)?

The MVA may be applied during the surrender charge period of your annuity Contract. The surrender charge period will vary by product. Please see your annuity Contract or product brochure for details. The MVA only applies during the surrender charge period should you elect to surrender your annuity or if you elect to take a withdrawal that exceeds your penalty-free withdrawal amount. The Market Value Adjustment does not apply upon death of the annuitant, upon annuitization or after the surrender charge period.

The MVA affects the surrender value of your annuity which is defined in your annuity Contract. The Market Value Adjustment formula will be applied at the time your annuity Contract is surrendered or if more than your penalty-free available is withdrawn during the surrender charge period as stated in your Contract. The impact of the MVA is similar to how bond values are impacted by interest rates. The surrender value of your annuity will generally decrease if interest rates for your annuity product increase which creates a negative adjustment to your surrender value. Alternatively, when interest rates for your annuity product have decreased since your Contract was issued, the surrender value generally increases due to the Market Value Adjustment.

#### Do I have access to the value of my contract before the Annuity Date?

Yes, the Sky Harbourview Multi-Year Guaranteed Annuity provides access to the value of your contract in several different ways. However, any contract values accessed during the first ten contract years may also be subject to a Surrender Charge, depending on the surrender charge schedule elected at the time of application. Please note that withdrawals taken from an index strategy during an index term period will not be credited with any potential interest credits for that term.

Withdrawal charges will not apply to any free withdrawals, required minimum distributions, or death benefit proceeds. Taxable amounts withdrawn from your annuity prior to age 59 ½ may be subject to a 10% IRS penalty in addition to ordinary income tax. Please consult with a tax advisor prior to utilizing these provisions.

#### **Free Withdrawals**

After the first contract year, you may make multiple withdrawals totaling 10% of the contract value on the prior contract anniversary without incurring a Surrender Charge. The amount available for free withdrawal is not cumulative. Any amount eligible for free withdrawal in a contract year that is not taken may not be carried over to the next contract year nor will it be available to be taken free of the Surrender Charge in a later contract year.

## Required Minimum Distribution ("RMD's")

If you purchase this annuity with 'tax-qualified' money (like an IRA), tax law and IRS rules may require you to take Required Minimum Distributions (RMD's) from your contract each year. Any RMD's taken from your contract, after the first contract year, will not be subject to surrender charges.

#### **Nursing Home Confinement**

In the event that the contract Owner (or spousal beneficiary in the case of a continuation) is confined to a nursing home for at least 90 consecutive days or for a total of 90 days if there is no more than a 6-month break in the confinement surrender charges will be waived on any withdrawal. Confinement must be prescribed by a qualified physician and medically necessary, and proof must be furnished to the Company during confinement or within 90 days after such confinement.

#### **Terminal Illness**

In the event that the contract Owner (or spousal beneficiary in the case of a continuation) is terminally ill and not expected to live more than 12 months surrender charges will be waived on any withdrawal. Terminal illness must be diagnosed by a qualified physician after the contract's issue date, and proof of terminal illness must be provided to the Company.

#### What happens on the contract's Annuity (Maturity) date?

On the contract's Annuity (Maturity) date, you will receive the entire value of your contract in the form of annuity payments. There are a number of payout options from which to select. Regardless of the payout option selected, once the amount of payments is determined, your payments are guaranteed and can never be changed. You should review the available payout options with your tax advisor to select the most appropriate one based on your specific financial situation. Under no circumstances will you be assessed a withdrawal charge on, or after the Annuity Date. If you do not select a payout option, the payout option will default to the contractually selected option, depending whether you have a single Annuitant or Joint Annuitants.

#### What if I decide to surrender (cancel) my contract?

If you decide to surrender your contract, the Company will pay you the contract's Cash Surrender Value. On the surrender date, the Cash Surrender Value is equal to the greater of:

- 1. The Contract Value less any Surrender Charges, if applicable; or
- 2. The Minimum Surrender Value.

#### What is a Surrender Charge?

A Surrender Charge is the cost you incur if the contract is surrendered or if any amount withdrawn exceeds the free withdrawal amount during the Surrender Charge period. The Surrender Charge on these amounts is applied at the time of the surrender or withdrawal. Any amount withdrawn above the free withdrawal amount will be multiplied by the applicable percentages below, which determine the amount of the charge. This charge will vary depending upon the guarantee period you select at the time of application. Below is the current Surrender Charge Schedule for this contract.

Guarantee										
Period		Surrender Charge Period*								
	1	2	3	4	5	6	7	8	9	10
3	9	8	7							
5	9	8	7	6	5					
7	9	8	7	6	5	4	3			
10	9	9	8	7	6	5	4	3	2	1

#### Are there any tax consequences if I take withdrawals from my annuity?

Income tax on interest credited to an annuity is deferred until withdrawals are taken. When you surrender or take a withdrawal from your contract, you may be subject to federal and state income tax on a portion or the entire amount withdrawn. In addition to income tax, you may be subject to a 10% federal penalty tax if you surrender or take withdrawals from your annuity before age 59 ½. When annuity payments are elected, a portion of each payment will be taxable and a portion will be treated as a non-taxable return of the contract's cost basis. Distributions from a qualified annuity (e.g. IRA, 401(k), etc.) may also be taxable. You should consult with a tax advisor or attorney regarding the applicability of this information to your own situation.

#### What happens if the Owner dies before the annuity date and while the contract is in force?

If the Owner, (or primary annuitant if the Owner is not a natural person) dies before the date on which annuity payments begin, the Company will pay a Death Benefit to the named Beneficiary or Beneficiaries. That Death Benefit will be the greater of: The contract value (without any Surrender Charge); or the Minimum Surrender Value.

The Death Benefit will not be subject to a surrender charge. After the annuity date, payments will be consistent with the settlement option selected. Taxes may apply.

#### What happens if the Annuitant dies on or after annuity payments begin?

If the Annuitant dies on or after the date annuity payments begin, we will continue to make payments of any remaining and payable portion of the annuity payment(s) to the Beneficiary upon our receipt of due proof of death.

#### **Other Important Information about Your Annuity**

- This annuity is not a bank or credit union deposit, obligation or guarantee, and is not FDIC or NCUA/NCUSIF insured.
- The guarantees provided by annuities are subject to the financial strength and claims paying ability of the issuing company.
- Under current tax law, the Internal Revenue Code already provides tax deferral to qualified money, so there is no additional tax benefit obtained by funding a qualified contract, such as an IRA, with an annuity.
- This is a brief description of your annuity. Your contract contains more specific information. Please review it carefully when it is delivered to you and ask your financial professional for any additional clarification you may need.
- We deduct premium taxes, if applicable, imposed on us by a federal, state, local, or other government agency. Some states collect these taxes on premium payments; others collect at the time of Annuitization. Since we pay premium taxes when they are required by applicable law, we may deduct them from your contract when we pay the taxes, when you withdraw your contract value, when you start to receive income payments or when it pays a death benefit to your beneficiary. The premium tax rate varies by state or municipality, and currently ranges from 0 3.5%.
- We do not provide tax, financial or investment advice, or act as a fiduciary in the sale or service of these products. Consult a tax advisor or financial representative about your specific financial needs or circumstances.

## Oceanview Life and Annuity Company Certificate of Disclosure and Acknowledgement Sky Harbourview Multi-Year Guaranteed Annuity

Minimum Guaranteed Rates					
%	1%				
Years	Policies currently issued				
Initial Guarantee Period	Subsequent Guarantee Period				

Until the policy is issued, rates are subject to change without notice

## **Applicant Acknowledgment**

Owner/Applicant Name:

By signing below, I acknowledge that I have read, or have been read, this Disclosure Form and understand its contents. I understand that I have applied for a Single Premium Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my insurance producer or other financial professional and believe this annuity will assist me in meeting my current financial needs and objectives.

Owner/Applicant Signature:		
Phone Number:	Date:	
Joint Owner/Applicant Name:		
Joint Owner/Applicant Signature:		
Phone Number:	Date:	
that a copy of this Disclosure Form; as with the sale of this annuity, have been Disclosure Form or the brochure an	well as, any advertisements, all of which provided to the applicant. I have not maded in o promises or assurances have bee	d other required materials with the applicant. I certify the were approved by the Company, used in connection any statements that differ from what is stated in this in made about the future value of any non-guaranteed by suitability and best interest responsibilities for this
Producer Name (Please print):		Producer Number:
Producer Signature:		Date:



## **Fixed Annuity Suitability Questionnaire**

Cor	itrac	t Information						
Nam	e of	Contract Owner(s) ( <i>Provide information on annuitant</i>	if contract is owned by a non-natural person.)					
Own	er's (	Current Age	Joint Owner's Current Age (if applicable)					
Nam	o of	Product Being Applied For	Approximate Premium					
INdIII	e or i	Product being Applied For	Approximate Premium					
1.	Anr	nual Income						
Gros	s Ho	usehold Income of Contract Owner(s)						
		\$0 − \$25,000 □ \$25,001 − \$50,000 □ \$50,00	1-\$75,000 🗆 \$75,001-\$100,000					
	□ \$	\$100,001 − \$250,000 □ \$250,000 - \$500,000	☐ Greater than \$500,000					
2.	Fin	ancial Experience						
Pleas		eck One						
		<b>Limited:</b> The proposed contract owner has made experience with financial markets and/or credit	e limited financial decisions prior to this application with little transactions.					
		loan; credit card use; purchased other annu	revious financial decisions such as a home or automobile ity contracts or life insurance policies; made a financed as a 401(k) or 403(b); purchased or held mutual funds; etc.					
		· ·	vious financial decisions including stock or bond purchases ated in private placement offerings; proposed owner has s, etc.					
3.	Ris	k Tolerance for This Contract's Funds						
Pleas	se Che	eck One						
		Conservative: Owner has little tolerance for vo	platility and/or principal loss.					
		Moderate: Owner has some tolerance for sho	rt-term volatility and/or principal loss.					
		Aggressive: Owner has tolerance for and expe	ctations of volatility and principal loss and/or gain.					
4.	I. Federal Income Tax Bracket							
		0% □ 10% or 12% □ 22% or 24% □ 32%,	35% or 37%					
5.	Fin	ancial Objectives for this Contract						
Che	ck Mo	ost Important Objective(s)						
		ncome for Today ☐ Income for Life ☐ Guar	anteed Interest Rate					
		ax Benefits □ Pass Along to Benefits □ Acc	umulation   Other:					

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6.	Funding of This Annuity							
Che	Check All That Apply							
	$\square$ Earnings/Wages $\square$ Cash Value from Life Insurance/Annuity $\square$ Savings/Checking $\square$ Gift							
	☐ Mutual Fund/Stock/Bond Redemption ☐ Death Benefit Proceeds ☐ CD ☐ Retirement Fund/Rollover							
	☐ Reverse Mortgage/Home Equity Loan							
7.	Initial Surrender Charge Period							
	Years							
8.	Financial Time Horizon							
	☐ Less than 1 Year ☐ 1-3 Years ☐ 4-6 Years ☐ 7-10 Years ☐ More than 10 Years							
9.	Liquid Net Worth (Including This Annuity)							
	☐ Under \$50,000 ☐ \$50,001-\$100,000 ☐ \$100,001-\$250,000 ☐ More than \$250,000							
10.	Percentage of Liquid Net Worth Represented by this Contract							
	☐ Less than 10% ☐ 10%-25% ☐ 25%-50% ☐ More than 50%							
11.	Other than the premium in this annuity, will the annuitant have sufficient funds or other assets available to access, without penalty, for living expenses and in case of emergencies?							
	□ Yes □ No							
12.	Are any of the following changes anticipated during the surrender charge period of the proposed annuity?							
	□ Yes □ No							
	If yes, please explain including the expected changes and amount.							
	<ul><li>a. ☐ Significant increase ☐ or decrease in living expenses?</li><li>If checked, explain:</li></ul>							
	b. ☐ Significant increase ☐ or decrease in income?							
	If checked, explain:							
	<ul><li>c. □ Significant increase □ or decrease in net worth or liquid assets?</li><li>If checked, explain:</li></ul>							
13.	Will this transaction trigger any charges or fees to any existing account, annuity or life insurance							
	policy used to fund the proposed contract?							
	□ Yes □ No							
	If yes, please provide amount or percentage of charges or expenses to be incurred:							
14.	Has the proposed owner replaced or exchanged another life insurance or annuity contract within the past 5 years?							
	□ Yes □ No							
	basis for recommending this annuity is (section must be completed, include additional							
400	cumentation if necessary)							

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features and benefits of th acknowledge that my finan	is purchase as well as any a	ther information. My financial professional has reviewed the applicable fees and charges associated with this purchase. I rovide legal or tax advice. I believe that the purchase of this objectives.				
Owner Name						
Owner Signature		Date				
owner orginature						
Owner Contact Information (at	least one is required)					
Home Phone Number	Cell Phone Number	Email Address				
Joint Owner Name (if applicable	e)					
Joint Owner Signature (if applic	able)	Date				
Joint Owner Contact Information	on (if applicable) (at least one is	required)				
Home Phone Number	Cell Phone Number	Email Address				
Producer's Certification						
objectives and other pertinen of the annuity. Based on the have reasonable grounds to and that certain features of th to the insurer or the insura analysis forms, and other info	t information. I have delivered e facts disclosed by the propo believe that the recommend e annuity will provide benefit. F ance commissioner, records ormation used as the basis for t	om the proposed owner(s) concerning his/her financial status, information to the applicant concerning the costs and benefits used owner(s), and all information known to me at this time, I lation to purchase or exchange this annuity contract is suitable furthermore, I agree to maintain and make available upon request of the information collected, including any additional needs this annuity contract recommendation for the number of years insurer may contact the proposed owner for additional				
Producer Name						
Producer Signature		Date				
Producer Contact Information	•					
Home Phone Number	Cell Phone Number	Email Address				

I attest to this Statement of Understanding. I have completed or reviewed this form and to the best of my knowledge the information provided on the Fixed Annuity Suitability Questionnaire is accurate. I understand the insurer may

**Owner's Certification: Statement of Understanding** 

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Oceanview Life and Annuity Company PO Box 830 Grimes, IA 50111-0830 Tel 888.295.3815 www.oceanviewlife.com

## Notice of Replacement of Life Insurance or Annuities

#### 1 Important Notice: Replacement of Life Insurance or Annuities

(This notice must be signed by the applicant(s) and broker, with the original sent to Oceanview Life and Annuity Company and a copy left with the applicant(s).) This form is suitable for the following states: AK, AL, AR, AZ, CO, CT, IA, KY, LA, MD, ME, MO, MS, MT, NE, NH, NJ, NM, OH, OR, RI, SC, TX, UT, VA, VT, WI and WV

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financial purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy or contract to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured individual.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on page 2 of this form.

foll	owing questions and consi	der the questions on page 2 c	of this form.							
Α.	Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer or otherwise terminating your existing policy or contract? $\square$ Yes $\square$ No									
В.	Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? $\Box$ Yes $\Box$ No									
C.	replacing (include the na	ame of the insurer, the insure	, list each existing policy or contr ed or annuitant, and the policy o replaced or used as a source of f	r contract number, if						
	INSURER NAME	CONTRACT/POLICY NUMBER	NAME OF INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)						
				_						
insı	arer. Åsk for and retain all ormed decision.	stration, policy summary or a sales material used by the agon tract is being replaced beca	ent in the sales presentation. Be	nust be sent to you by the existing sure that you are making an						
Ъ.	The existing policy of co	mitract is being replaced beca	REASON FOR	REPLACEMENT						
2 /	Acknowledgement									
OWN	ER NAME(S)									
I(W	(e) certify that the respons	es herein are, to the best of n	ny(our) knowledge, accurate.							
		OWNER SIGNATURE		DATE						
		OWNER SIGNATURE		DATE						
I(W	(e) do not want this notice	read aloud to me(us):	(Applicants must initial only	if they do <i>not</i> want the notice read aloud.)						

INITIALS

#### 3 Important Replacement Issues

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense.

## **Policy Value**

- Acquisition costs for the old policy may have been paid, and you may incur costs for the new one.
- What surrender charges do the policies have?
- What expense and sales charges will you pay on the new policy?
- Does the new policy provide more insurance coverage?

## **Insurability**

- If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
- You may need a medical exam for a new policy.
- Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
- Suicide limitations may begin anew on the new coverage.

## If you are keeping the old policy as well as the new policy

- How are premiums for both policies being paid?
- How will the premiums on your existing policy be affected?
- Will a loan be deducted from death benefits?
- What values from the old policy are being used to pay premiums?

## If you are surrendering an annuity or interest sensitive life product

- Will you pay surrender charges on your old contract?
- What are the interest rate guarantees for the new contract?
- Have you compared the contract charges or other policy expenses?

## Other issues to consider for all transactions

- What are the tax consequences of buying the new policy?
- Is this a tax-free exchange? (See your tax advisor.)
- Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
- Will the existing insurer be willing to modify the old policy?
- How does the quality and financial stability of the new company compare with your existing company?

Producer	
NAME	
Copies of any and all "individualized" sales materials, including illustrations related to the specifi the presentation must be provided to Oceanview Life and Annuity Company.	c annuity contract, used in
I certify that: (a) the responses herein are, to the best of my knowledge, accurate; (b) I have left of all sales materials used in my presentation; and (c) the following preprinted or electronically materials were used in my presentation (please list by title and form number):	
PRODUCER SIGNATURE	DATE



# 1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company							
Business Address	Mailing Address		(	Overnight	Address		
				Ü			
This form can be used to accomplish a <b>FULL</b> or a <b>PARTIAL Exchange</b> of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for <b>Transfers of Funds and Direct Rollovers</b> . 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 if applicable, prospectus 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.							
If you are considering a replacement you including, if available, an in force illustrat information is requested your existing comp existing carrier for additional information.	tion, policy summary,	premiu	m payment amo	ounts or	the produc	t prospectus. If the	
Complete one form for each surrendering	g company and contr	act. Ple	ase apply fund:	s to:			
New / Existing Contract Number:		R	eceiving Carrie	r DTCC			
Without this contract number, the funds will	he applied to a new or	ontract			(for N	floney Settlement)	
The receiving company may not accept the	exchange / rollover / to	anster it	the funds do no	t meet its	s minimum p	remium requirements.	
1. SURRENDERING COMPANY POLICY /	ACCOUNT / CONTRA	ACT INF	ORMATION				
Surrendering Company Name (Complete one form	m for each surrendering of	company)	Surrendering Co	mpany Ac	count / Policy	/ Contract Number	
Street Address Line 1		Address	Line 2				
Street Address Line 1		Address	s Lille 2				
City	State Zip	Phone	Number		Fax Numb	er	
Surrendering Plan Type (Non-Qualified, IRA, Roth	h IRA, etc.) Surrenderir (Life, Annu	g Produc ty, CD, M	t Type F, Other, etc.)		Estimated Am	nount of Transfer	
Owner (First, Middle, Last) / Entity Name						urity Number / Tax ID #	
Joint Owner Name (First, Middle, Last) - Please c	confirm the availability of	hese opti	ons with the Recei	iving Com	pany	Social Security Number	
Insured / Annuitant Name (First, Middle, Last) - if	other than owner (applied	s to Life a	& Annuity products	s only)		Social Security Number	
Joint Insured / Annuitant Name (First, Middle, Las	st) - Please confirm the a	vailability	of these options w	vith the Re	ceiving Co.	Social Security Number	
Contingent Annuitant Name (First, Middle, Last) -	Please confirm the avail	ability of t	hese options with	the Recei	ving Co.	Social Security Number	
2. TRANSFER / ROLLOVER / 1035 EXCH	HANGE SURRENDER	ING INS	TRUCTIONS				
☐ Full ☐ Partial \$	or	%					
☐ Penalty Free Amount							
(This amount is subject to change based or the amount)	n the product provision	ns. Plea	se check with th	ne surren	dering comp	pany to verify	
By executing this form, I authorize the full or completed above. I hereby instruct the parti			ng contract or ac	count in	accordance	with the sections	
☐ As soon as possible after receipt of al	II necessary forms		☐ On a specif	ic date:			
I / We also understand it is my / our respons a specific transfer date.	sibility to confirm with t		-		ocessing gu	idelines to selecting	

#### 3. DISCLOSURES / ACKNOWLEDGMENTS

- I fully assign and transfer 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 Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect 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 owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving 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 contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. Neither the receiving company nor the surrendering company is liable or responsible for changes in market value that may occur after the surrendering company has processed the transaction and before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- II. 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 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 expressly represent that the sole purpose is to effect a partial 1035 exchange of an annuity contract. However, I acknowledge that Revenue Procedure 2011-38 states that withdrawals from annuitization, taxable owner or annuitant changes, or surrenders, other than an amount received as an annuity for a period of 10 years or more or during one or more lives, of either the original contract or the new contract during the 180 day period following the partial exchange, may affect the tax free status of the partial exchange.

Note: Other exceptions may apply and a subsequent direct transfer of all or a portion of either contract involved in the exchange could have tax and tax reporting consequences. Please consult your tax advisor. Please confirm with the carrier if they will support partial 1035 exchanges.

I acknowledge that the receiving company has made no representations concerning any tax treatment of this transaction. I understand that the receiving company has neither responsibility nor liability for the validity of this transaction or for my treatment under Section 1035(a) of the Internal Revenue Code or otherwise. Therefore, I agree to release and hold harmless the receiving company and its agents from any and all liability arising from, relating to, or in connection with, the taxation of a partial exchange of the above listed contract. I authorize the receiving company and the surrendering institution to share information necessary to maintain accurate records of the annuity cost basis and to ensure proper withholding and tax reporting. I have been directed to consult my tax or legal advisor before proceeding.

- III. I authorize the receiving company to rely upon the cost basis information provided by the surrendering company, but agree that the receiving 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. I acknowledge that the receiving company provides this form and participates in this transaction as an accommodation to me. The receiving company does not give tax or legal advice on the tax consequences for replacing one contract for another, 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 laws or regulations.
- IV. I agree that if the receiving company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, the receiving company may reassign ownership of the policy/contract back to me.
- V. RETURN OF LIFE INSURANCE POLICY OR ANNUITY CONTRACT Does not apply to partial 1035 exchanges on annuity contracts. Unless the surrendering company's policy or contract is attached, I affirm that the policy or contract has been destroyed or lost and that reasonable effort has been made to locate it. To the best of my knowledge no one else has any right, title or interest in the contract, nor has it been assigned, pledged or encumbered, unless this is a life insurance policy with a loan to carry forward.
- VI. MAXIMUM ISSUE AGE DISCLOSURE An annuity contract may not be issued should the funding requirements be received after reaching maximum issue age for the annuity contract applied for. If the funds are received after the maximum issue age, the contract may be rejected and the funds returned to their original source. The surrendering company may or may not take the funds back, which could result in a taxable event
- VII. NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE) The receiving company will apply all such funds received to an annuity contract issued to me. I understand that the receiving 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 receiving company receives these proceeds and all other necessary paperwork in good order. For index annuities, fixed account interest under the annuity contract will begin to accrue on the next Issue Day.
- VIII. TRANSFER / EXCHANGE OF FUNDS INTO A TSA/403(B) The TSA/403(b) owner / participant's employer or employer's third-party administrator must authorize and sign this transfer request in Section 5.
  - Authorization for a TSA/403(b) transfer / exchange to a TSA/403(b): This request is for the direct transfer / exchange of non-ERISA funds from the TSA/403(b) (annuity contract) or 403(b)(7) (custodial account) identified in Section 1 of this form to a TSA/403(b) (annuity contract) established on my behalf by the receiving company. I hereby agree to surrender my interest as indicated above and authorize the receiving company to take whatever action necessary to effect this transfer / exchange. I acknowledge that the transferred / exchanged funds shall be subject to the more stringent restrictions on distributions found in either the predecessor annuity contract or the receiving annuity contract. I intend this transaction to be a 403(b) transfer / exchange of funds pursuant to IRC section 403(b) and the final regulations. The transfer / exchange is to be executed from financial institution to financial institution in such a manner that it will not place me in actual or constructive receipt of all or any part of the transferred / exchanged funds. Because this transaction constitutes a direct rollover / transfer / exchange of funds and not a distribution, withholding does not apply. (Provide the receiving company with any records or documents they may request with respect to this transfer / exchange.)
  - IX. The IRS has provided limited guidance on the tax consequences of transferring a life insurance policy with values less than the investment in the contract to a new or existing annuity contract. If the owner surrenders the newly acquired annuity contract, it's not clear whether the annuity losses are fully deductible against ordinary income or deductible as a miscellaneous deduction subject to a limitation of 2% of adjusted gross income (AGI). If the IRS views the two transactions as a single integrated transaction, they could consider it a step transaction and successfully disallow the losses as a tax deduction.

4. TAXPAYER IDENTIFICATION N			
Under penalties of perjury, I certify			
The number on this form is my and	y correct taxpayer identification number (or	I am waiting for a number to be issued to me	e);
notified by the Internal Reven		n backup withholding, or (b) I have not bee o withholding as a result of failure to report a bject to backup withholding; and	
3. I am a U.S. person (including a	a U.S. resident alien).		
	e been notified by the IRS that you are curr Il interest and dividends on your tax return.	ently subject to backup withholding because	se
4. I am exempt from Foreign Acc	count Tax Compliance Act (FATCA) reporting	j.	
5. SIGNATURES			
exchange by phone or in writing. By	signing below, I represent that the responses h	equest information on the status of this transfer of herein are, to the best of my knowledge, accurate the ACORD 1035 Exchange / Rollover / Transfer	ate
The Internal Revenue Service does required to avoid backup withhold		s of this document other than the certification	ns
Signature Guarantee (if applicable)			
	Signature of Owner / Plan Administrator / Trustee / Custodian	Date (mm/dd/yyyy)	
	Signature of Joint Owner / Co-Trustee (if applicable)	Date (mm/dd/yyyy)	
	Signature of Insured / Annuitant (if applicable)	Date (mm/dd/yyyy)	
	organica of mounce / Amarian (ii approass)	Jac (illineayyyy)	
	Signature of Irrevocable Beneficiary (if applicable)	Date (mm/dd/yyyy)	
	Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, (if applicable)	, WA and WI only) Date (mm/dd/yyyy)	
FOR TSA/403(b) TO TSA/403(b) TR	ANSFERS/EXCHANGES ONLY - EMPLOYER	R/THIRD PARTY ADMINISTRATOR SIGNATUR	RE
	ng that I have reviewed this direct transfer / rol 403(b) plan under IRC section 403(b) and the fi	llover / exchange request and that it is authorize inal regulations.	<u>z</u> ed
a) I am authorizing this transfer / r	ollover request.		
b) I am confirming that there is a 403(b) regulations.	an information sharing agreement in place wit	th the receiving company under the IRC section	ion
c) All information provided on this	form is accurate.		
Print Name of Employer or Third Party Ad	dministrator	Title of Employer or Third Party Administrator	
Signature of Employer or Third Party Adr	ninistrator	Date (mm/dd/yyyy)	-

## 6. SIGNATURES (For the receiving company's use only)

#### 6 A. ACCEPTANCE OF 1035 EXCHANGE / TRUSTEE TRANSFER / DIRECT ROLLOVER

By signature of an authorized officer below, the receiving company accepts assignment of all (or a portion of the assets if this is a partial exchange) to the above contract for purposes of complying with the client's intention of effecting a nontaxable exchange under IRC Section 1035. Please issue payment payable to the receiving company, the owner of the contract, for the full cash surrender value of the contract or a portion if it is a partial surrender.

For Trustee Transfers / Direct Rollovers from Tax-Qualified Accounts / Contracts:	
The receiving company will deposit funds received into a:	

#### 6 B. eCONSENT AND ACKNOWLEDGMENT (Applies to eSignature Transactions Only)

To the extent the receiving company has obtained electronic signatures to effectuate the transaction(s) set forth in this form, the receiving company, by the below signature of its authorized officer, hereby represents and warrants to the surrendering company that:

- a. This form has been completed using an electronic system that has an integrated e-signature capability;
- b. All consumer consents have been obtained under, and this form was signed using an e-signature process that complies with, all applicable federal and state e-signature requirements, including, but not limited to, the federal E-Sign Act, and the applicable states' versions of the Uniform Electronic Transactions Act;
- c. It shall indemnify, defend, and hold harmless the surrendering company from and against all losses, costs, liabilities, claims, threatened claims, demands, suits, obligations, expenses, judgments, and damages, including, but not limited to, reasonable attorneys' fees and witness' fees, arising from or related to: (i) the receiving company's breach of the warranties set forth in (a) and/or (b) above; (ii) a liability imposed by any municipal, state or federal governmental body relating to the receiving company's violation of an applicable e-signature law or regulation; and (iii) the receiving company's gross negligence, willful misconduct or illegal acts, including, but not limited to, claims that the e-signatures obtained on this form by the receiving company are invalid or were improperly obtained; provided, however, that (x) the surrendering company shall provide the receiving company of prompt written notice of any claim that the surrendering company believes falls within this scope of this paragraph, and (y) the surrendering company shall not settle any claim that adversely affects any rights of the receiving company without the receiving company's prior written consent; and
- d. It shall promptly provide to the surrendering company and/or its designee(s) any and all information in the receiving company's possession (or within the receiving company's reasonable control) as may be necessary to evidence the validity of the electronic signatures that were obtained to effectuate the transaction(s) set forth in this form.

Print Name of Authorized Officer	Title of Authorized C	Officer
Signature of Authorized Officer (if applicable - may not be required if LOA is used)		Date (mm/dd/yyyy)



## **Request for Inherited Contract**

Attach 1) IRS forms E-9 and W-4P, 2) a copy of the decedent's death certificate, and 3) a copy of the most recent account statement.

1. Applicant			
Name			
2. Inherited Contract			
Account Type			
Traditional IRA Roth IRA	Non-Qualified		
Decedent Name	SSN (or TIN)	Account Number	
Relationship to Applicant	Date of Birth	Date of Death	
Address At Time of Death	City	State	Zip Code
3. IRS Required Minimum Distribution Inform	nation for Qualified Con	tracts	
Please note: The questions within this Section pertain to the a of the account. In order to process the RMD the OVLAC-RMD f		ct and not to the	original owner
Has the applicant started to receive IRS Required Minimum	Distributions?		
No Yes: Beginning Year			
Age Used for Calculation	2		
Was the calculation base on multi	ple beneficiaries?		
No Yes: Oldest Benefic	ciary's Date of Birth	th	
4. Previous Account Holder (Complete only if the applicant	nt is the beneficiary of assets from a p	oreviously Inherite	d contract.)
Name	Date of Birth	Date of Death	
5. Trust Beneficiary (Complete only if applicable: A trust ber For a trust to qualify for an Inherited contract it must be 1) Valid who are all individuals.)			
I am transferring or rolling over inherited assets from an IRA or employ a qualifying trust. By checking this box, I certify that the trust is a continuous linternal Revenue Code and is therefore eligible to directly transfer attached a copy of the trust agreement (or a trustee-certification) are mainder beneficiaries) and a description of conditions applicable	qualifying, non-spouse beneficiary for or rollover IRA or employer-sponsored along with a complete list of all trust b	the purposes of Se plan assets to an Ir	ection 402(c) of the hherited IRA. I have
6. Authorization			
I have completed the applicable sections of this form and repre understand that additional deposits will not be accepted for In	•	d is true and accu	ırate. I
Applicant Signature		Date	

OVLAC-APP-INHERITED Rev. 10/2022



## **Trust Verification Form**

1. Contract Information	
Contract Number	
Name of Current Owner	Social Security Number or Tax I.D.
Name of Current Owner	Social Security Number of Tax 1.D.
Name of Contract Annuitant (If different from Contract Owner)	Social Security Number
Street Address, City, State, Zip	
Name of Joint Owner (if applicable)	Social Security Number or Tax I.D.
2. Full Name of Trust	
Please be sure to accurately state the Trust's full name	
3. Type of Trust	
Irrevocable Revocable	
4. Trust Date(s)	
Date of Trust	State that Governs the Trust
5. Trust Tax Identification Number	
Please check one:	
The Trust does not have a separate taxpayer identification r Settlor/Grantor listed below is to be used; or	number. Thus, the personal taxpayer identification number of the First
The Trust Tax Identification number is:	
6. Name of Settlors/Grantors of Trust (Please attach ad	ditional pages if insufficient space has been provided)
Name	Social Security Number
Name	Social Security Number
7. Name of ALL current Trustee(s) (Please attach addition	nal pages if insufficient space has been provided)
Name	
Name	
Name	

8. Name of ALL Successor Trus	stee(s) (if applicable)		
Name			
Name			
Name			
9. Instructions for Trustee Sign	nature/Authentica	tion	
The Trust Agreement requires that (please	check appropriate box):		
Any of the Trustees, acting alor	ne		
All of the Trustees, acting toget	her		
Other (please explain)			
Must sign or otherwise authenticate forms	and/or request on behalf	f of the Trust in connection with our produ	ucts.
10. Trust Affiliation			
Neither the Insurance Agent nor any persor	n affiliated with the insura	ance agent is a beneficiary of the Trust	
Agree			
Disagree If you marked Disagree, please	attach an explanation of	why they are named a beneficiary of the T	rust
Note: Under the laws of most States, an ag agent, unless the agent is a family member,		=	n a contract/policy sold by that
10. The Trust is Validly Execute	d and in Full Force	and Effect	
Yes			
No			
Note: Trust must be informed and domicile	ed in the United States or	one of its Territories at all times.	
10. Certifications by Trustee(s)			
The Trustee(s) states and agrees that:			
insured/annuitant. If named benefic	iary, the Trust is authoriz also determined the insu	ns of the Trust to purchase and/or holed to receive proceeds as provided under trance product is appropriate for the Trustements, if any, of the Trust.	the terms of the insurance policy
for the policy/contract administration of the Trustee(s). The Company expr	n purpose and the Compa essly denies responsibilit	Company") may rely solely on this Verificat any has no obligation to investigate the te y regarding the use and applications of an ction the Company takes at the direction o	erms of the Trust or the authority by payments made to the Trust by
The Trustee(s) declares that each and eve Company may rely upon the direction of the of Trustee. Furthermore, the Trustee(s) again the Trust Verification.	named Trustee(s) until t	he Company receives a written notification	n at its Home Office of the change
The signature(s) below certify the previous indicated in Section 7 must sign below. If a			
Signature of Trustee	 Date	Signature of Trustee	

OVLAC-APP-TRUST Rev. 10/2022



# Non-Resident Sales Form

1. Applicant Information	
Name of Owner	Name of Joint Owner (if applicable)
City & State Where Application Was Signed:	
Signature of Owner	Date
Signature of Joint Owner (if applicable)	Date
2. Reason for Exception to Applicant Applying Outside	e of State of Residence
Please use the space below to provide the reasoning for signing residence.	ng application documents outside of your state of permanent
**We will not accept applications for cross-border sales Massachusetts, Minnesota, Mississippi, New York, Utah, Was	s to residents of the following states: Arkansas, Idaho, shington, and Wisconsin**
3. Producer Signature Required	
of my knowledge. I also understand that any intentionally	presentation set forth herein are true and correct to the best false statement made to the Company on this form, or any cts constitutes fraud and may subject me to criminal and/or
Signature of Producer	Date

OVLAC – Non-Resident Rev. 10/2022



**Non-US Citizen Form** 

## APPLICANT AFFIDAVIT:

	-	n this application is true and correct to the best of my knowledge d understand the current state laws and rules and I agree to abide
qualified alien or non-immi Department of Homeland	igrant under the Federal Imm Security or other federal which includes either your Per	n either a legal permanent resident of the United States OR I am a nigration and Nationality Act with an alien number issued by the immigration agency. Please submit a copy of your current rmanent Resident Card (aka 'Green Card'), OR a VISA and a copy
P.O. Box.	at I have a permanent U.S. ba	sed geographical address to where I receive mail, other than a
•	also hereby verifies that he or required by O.C.G.A. § 50-36	she is 18 years of age or older and has provided at least one secure -1(e)(1), with this affidavit.
fraudulent statement or rep	presentation in an affidavit sh h criminal statute. I also unde	any person who knowingly and willfully makes a false, fictitious, or nall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal erstand that any failure to make full and accurate disclosures may
Executed in	(City),	(State).
	Signature of Applicant	t
	Printed Name of App	licant
NOTARY PUBLIC My Commission	Expires:	

OVLAC-AFFIDAVIT-CITIZENSHIP Rev. 10/2022



## **Additional Beneficiary Designation Form**

Add	ditional Benefi	ciary Information					
Ве	neficiary Type	Beneficiary Name	Relationship	%	SSN	Date of Birth	Gender
	Primary						
	Contingent Primary						
	Contingent						
	Primary Contingent						
	Primary						
	Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary						
	Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						

OVLAC-BENE-ADDTL Rev. 10/2022



## **Additional Trustee Designation Form**

Trustee Phone Number	Trustee Email Address
	Trustee Phone Number

OVLAC-TRUSTEE-ADDTL Rev. 10/2022