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# **Certificate of Disclosure and Acknowledgement**

# **Sky Harbourview Multi-Year Guaranteed Annuity - CA 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, in California doing business as (dba) Oceanview Life and Annuity Insurance Company (the "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 - CA 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!

#### 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	8	7	6							
5	8	7	6	5	4					
7	8	7	6	5	4	3	1			
10	8	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 - CA

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 we with the sale of this annuity, have been pro Disclosure Form or the brochure and i	ell as, any advertisements, all of which vided to the applicant. I have not made no promises or assurances have been	other required materials with the applicant. I certify in were approved by the Company, used in connection any statements that differ from what is stated in this made about the future value of any non-guaranteed y suitability and best interest responsibilities for this
Producer Name (Please print):		Producer Number:
Producer Signature:		Date: