



Oceanview Life and Annuity Company  
 Oceanview Life and Annuity Insurance Company  
 PO Box 830 Grimes, IA 50111-0830

Tel 888.295.3815 • Fax 888.417.3702 • www.oceanviewlife.com

## Harbourview FIA Series Coversheet

<b>Application for New Business – Harbourview FIA</b>	
Policy Should be delivered to:	Client      Agent
Name of Agent:	
Financial Institution:	
Name of Owner:	
Premium Amount:	
<b>Suitability Acknowledgment</b>	
<p><b>Owner’s Statement:</b></p> <p>I understand that my agent/producer relies on the information I have provided about my current and expected financial status to recommend the sale of this Oceanview Life and Annuity Contract. I certify that this information is true and accurate to the best of my knowledge.</p> <p>I further acknowledge that I believe the recommended annuity contract meets my needs, that my agent/producer has explained to me the surrender charges and surrender charge period and reviewed the applicable disclosure statement regarding my new fixed annuity product.</p>	
Signature of Owner	Date
Signature of Joint Owner <i>(if applicable)</i>	Date
<p><b>Producer’s Statement:</b></p> <ul style="list-style-type: none"> <li>• I have made the recommendation to purchase this annuity based on the information gathered and that the product meets the customer’s financial needs and objectives.</li> <li>• I have provided the owner(s) a copy of the product disclosure for the product applied for and applicable Buyer’s Guide.</li> <li>• I have not made any representations or promises about the future value of this proposed contract that differ from approved company provided materials.</li> <li>• This application will be submitted through my firm’s suitability process and will be approved by the appropriate supervisor prior to be submitted to Oceanview for processing.</li> </ul>	
Signature of Producer	Date

**THIS PAGE MUST BE SUBMITTED WITH THE APPLICATION**



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**INDIVIDUAL SINGLE PREMIUM ANNUITY APPLICATION**

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

**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 JOINT OWNERSHIP, THE SURVIVING OWNER IS THE SOLE PRIMARY BENEFICIARY UNLESS OTHERWISE INDICATED.***

<input type="checkbox"/> <b>Primary</b> (First, MI, Last)	<b>%</b>	<b>SSN</b>	<b>Address</b>	<b>Relationship</b>
<input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Contingent</b>	<b>%</b>	<b>SSN</b>	<b>Address</b>	<b>Relationship</b>
<input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Contingent</b>	<b>%</b>	<b>SSN</b>	<b>Address</b>	<b>Relationship</b>
<input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Contingent</b>	<b>%</b>	<b>SSN</b>	<b>Address</b>	<b>Relationship</b>

**6. POLICY & PREMIUM DETAILS**

**Product:**  
 Product Name: \_\_\_\_\_  
 Surrender Charge Period: \_\_\_\_\_

**Funds Are:**    **Non-Qualified**    **Qualified IRA**    **Qualified Roth IRA**

**Non-Qualified Source of Funds:**

New Money            Amount \$ \_\_\_\_\_

1035 Exchange        Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

NQ Transfer            Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

**Qualified Source of Funds:**

Rollover/Transfer    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

Rollover/Transfer    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

Rollover/Transfer    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

Contribution            Amount \$ \_\_\_\_\_    Year \_\_\_\_\_

<b>7. REPLACEMENT OF OTHER CONTRACTS</b>			
Does the Proposed Owner have any existing life insurance or annuity contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will the contract being purchased replace an existing life insurance or annuity contract? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>8. STATEMENTS AND AUTHORIZATIONS</b>			
<b>PROPOSED OWNER'S STATEMENT</b>			
<p>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. 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.</p>			
<b>FRAUD NOTICE/WARNING</b>			
<p>Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.</p>			
<b>Owner's Signature</b>		<b>Date</b>	<b>Signed at City and State</b>
<b>Joint Owner's Signature</b>		<b>Date</b>	<b>Signed at City and State</b>
<b>PRODUCER'S STATEMENT</b>			
<p>I further certify that any information recorded by me on this Application is true and accurate to the best of my knowledge and that the Owner seemed to me to be lucid and to fully understand all of the questions on this Application.</p>			
<b>Agent Signature</b>	<b>Agent Printed Name</b>	<b>Agent NPN/Last 4 of SSN</b>	<b>Date</b>
<b>Agent E-Mail</b>		<b>Agent Phone</b>	
<b>Complete the following section for additional agent and indicate split percentages:</b>			
<b>Agent Name</b>	<b>Agent NPN/Last 4 of SSN</b>	<b>Agent E-Mail/Phone</b>	<b>% Split</b>



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## Certificate of Disclosure and Acknowledgement

### Harbourview Fixed Indexed Annuity Single Premium Deferred Annuity

Thank you for your interest in the Harbourview Fixed Indexed Annuity from Oceanview Life and Annuity 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 benefits and limitations.

#### What is the Harbourview Fixed Indexed Annuity?

The Harbourview Fixed Indexed Annuity is a Single Premium Indexed Deferred Annuity which is primarily intended for customers seeking a long-term retirement savings vehicle.

Your fixed indexed 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. External market indices may not include dividends paid on the underlying stocks, and therefore may not reflect the total return of the underlying stocks. Your Premium is never directly invested in the external index that is part of the Index Strategy or Strategies you select.

#### 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?

Your annuity offers multiple interest crediting strategies. Your premium will be allocated to the strategies based on the allocation percentages you select. The following is a high-level overview of different interest crediting strategies available on fixed indexed annuities, some or all of which may be offered with your annuity.

##### Fixed Strategy

Premium that is allocated to the Fixed Strategy will be credited with a fixed interest rate that is declared by the Company and guaranteed for each Contract Year<sup>1</sup>. This interest rate can change each Contract Year and is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on your contract's annuity schedule. Interest is compounded daily and is credited based on a fixed interest rate that is declared annually. This strategy is not linked to the movement of an external market index. **Occasionally, the Company may, at its sole discretion, offer a special introductory effective rate for this crediting strategy. This introductory rate is guaranteed for the first Contract Year only. After that point, the rate is subject to change each Contract Year, and is likely to be less than the introductory rate offered at the time the contract is issued.**

##### Index Strategies

Premium that is allocated to the Index Strategies will receive interest that is calculated in reference to the upward movement, if any, of an external market index, modified by limitations such as: a Cap Rate, an Annual Spread, or a Participation Rate. You are not purchasing stock or directly investing in the stock market. An external market index is a benchmark or relative measure of performance. By linking to an external market index, you select the measurement by which your interest credit will be calculated. The interest credits for each Index Strategy will be determined in accordance with the terms of the Endorsement for each strategy and are guaranteed to never be less than zero.

Please refer to the Strategy Allocation Form for information about the Index Strategies available with your annuity.

We may offer other Index Strategies after your Issue Date, which you may then allocate all or part of your Contract Value to on the next Contract Anniversary. If an Index is discontinued or if the Index Strategy is discontinued or if the calculation of an Index is changed substantially, we may substitute a comparable Index subject to approval by the appropriate regulatory agency. We will also notify you and allow you to choose new Allocation Percentages for the next Contract Year. If a strategy is terminated, you may elect to have your funds allocated to one or more of your Contract's strategies. If you make no allocation, all funds may be transferred to another strategy chosen by the Company.

### **If the index price declines, will I receive negative interest credits?**

No. Regardless of market conditions, the interest credits for any Index Term Period can never be less than zero.

<sup>1</sup> Contract Years are determined from the Contract Date, which is the date your Contract is issued. Here is a hypothetical example: if the Contract Date is June 1, 2020, the first Contract Year ends on May 31, 2021.

### **Can I transfer the value of my Contract among the available strategies?**

Yes. You may request to reallocate Account Allocation percentages between the Fixed Rate Strategy and eligible Index Strategies effective on the next Contract Anniversary. A request for reallocation may only be applied to an Index Strategy at the end of the Index Strategy period. Account Allocation percentages must be in whole percentages and must total 100%.

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

Yes, the Harbourview Fixed Indexed 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 and Market Value Adjustment, 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 and Market Value Adjustments 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**

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" from your Contract each year. Following the first contract anniversary date, any required minimum distributions taken from your Contract will not be subject to Withdrawal Charges or Market Value Adjustments.

### **What happens on the Contract's Annuity Date?**

On the Contract's Annuity 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 the 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 financial situation. Under no circumstances will you be assessed a Withdrawal Charge or Market Value Adjustment 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 on 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 date of surrender, the Cash Surrender Value is equal to the greater of:

1. The Contract Value less any Surrender Charges and Market Value Adjustment, 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 determines the amount of the charge. Below is an example of the Schedule for a Harbourview Fixed Annuity with a 10-year Surrender Charge Rate. This schedule will vary depending upon the surrender charge you select at the time of application.

## 10-Year Surrender Charge Schedule

Contract year	1	2	3	4	5	6	7	8	9	10	11
Percentage	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

In part, Surrender Charges allow the company to invest your money on a long-term basis and generally credit higher yields than possible with a similar annuity of shorter term.

### What is a Market Value Adjustment?

Your contract may have a Market Value Adjustment Rider as a policy provision. A Market Value Adjustment (MVA) is an adjustment made to your Contract at the time of a surrender or withdrawal, based on the changes in interest rates since you purchased your annuity.

The MVA may increase or decrease the amount of the Withdrawal or Cash Surrender Value of your Contract depending on the change in interest rates. If interest rates have increased, the MVA will be negative. If interest rates have decreased, the MVA will be positive.

A positive MVA will increase your withdrawal amount or Cash Surrender Value. A negative MVA will decrease your withdrawal amount or Cash Surrender Value. In calculating the MVA applicable to any surrender or a Withdrawal in excess of the Free Withdrawal amount, we will multiply the Withdrawal amount that is subject to the MVA by the applicable Market Value Adjustment Factor. The Market Value Adjustment factor is applied to the Contract Value with the following Market Value Adjustment amount:

Contract Value multiplied by (I – J) multiplied by N divided by 12, where:

I = Value of the External Index Rate as of the Contract Issue Date; J = Value of the External Index Rate as of the date of withdrawal

N = Number of whole months from surrender to end of Surrender Charge Period.

### How does a Market Value Adjustment affect Contract Values?

An MVA is applied to any portion of a withdrawal or surrender that is subject to a Surrender Charge. The following example illustrates how it works:

Assume the following:

The following Surrender Charge Rate Schedule applies to the product in this example:

Contract Year	1	2	3	4	5	6+
Percentage	9%	8%	7%	6%	5%	0%

Contract Value = \$100,000

Free Withdrawal Amount = \$100,000 times 10% = \$10,000  
 Withdrawal of \$15,000 is taken at the start of the fourth Contract Year  
 There are 36 months left until the end of the Surrender Charge Period  
 The applicable Surrender Charge is 6%

Amount of Withdrawal subject to an MVA and Surrender Charge = \$15,000 - \$10,000 = \$5,000  
 External Index Rate at Contract Issue Date = 3.50%

Example 1 – MVA is Negative: Interest

Rates have increased

Closing External Index Rate on the day before the Withdrawal = 4.00%

Surrender Charge = \$5,000 \* 6% = \$300

$\$5,000 * (3.50\% - 4.00\%) * 36/12 = -\$75$

Example 2 – MVA is Positive: Interest

Rates have decreased

Closing External Index Rate on the day before the Withdrawal = 2.50%

Surrender Charge = \$5,000 \* 6% = \$300

$\$5,000 * (3.50\% - 2.50\%) * 36/12 = +\$150$

Note: These are sample calculations and all assumptions are purely hypothetical and are not an indication of the annuity's past or future activity.

## **Are there any riders that are included on my policy?**

Yes, there are two waiver of surrender charge riders that are included on each policy. They allow for money to be withdrawn from your contract surrender charge free during the period prior to the contract's annuity date. The covered events are as follows

### **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.

## **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 Market Value Adjustment); or The Minimum Surrender Value.

The Death Benefit will not be subject to a Withdrawal Charge or Market Value Adjustment. 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.
- Harbourview Fixed Indexed Annuity is subject to state approval. Product features, options and availability may vary by state.
- This is a brief description of your annuity and is meant for informational purposes only. It is not individualized to address any specific investment objective. It is not intended as investment or financial advice. Please refer to your Contract for any other specific information including limitations, exclusions and charges.
- 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 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 the product. Consult a tax advisor or financial representative about your specific circumstances.



**Oceanview Life and Annuity Company  
Certificate of Disclosure and Acknowledgement  
Harbourview Fixed Indexed Annuity**

**Credit Rate Strategy Allocation of Initial Premium**

Allocation percentages must be whole numbers and the total equal 100%.

Fixed Rate	_____
S&P 500 Annual Point-to-Point with Cap	_____
S&P 500 Monthly Average Annual Point-to-Point with Cap	_____
S&P 500 Annual Point-to-Point with Participation Rate	_____
S&P 500 2-Year Point-to-Point with Participation Rate	_____
Nasdaq-100® Annual Point-to-Point with Cap	_____
Russell-2000® Annual Point-to-Point with Cap	_____
<b>TOTAL</b>	_____

**Applicant Acknowledgement**

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 Indexed 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. Further, if I allocated all or a portion of the contract's premium to the Fixed Rate Crediting Strategy during a time when the Company is offering a Special Introductory Effective Rate, I understand that this rate is subject to change, and will likely decrease at the end of the first contract year.

**Owner/Applicant Name:** \_\_\_\_\_

**Owner(s)/Applicant Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Joint Owner/Applicant Name:** \_\_\_\_\_

**Joint Owner(s)/Applicant Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Producer Confirmation**

By signing below, I acknowledge that I have reviewed this disclosure form and other required materials with the applicant. I certify that a copy of this disclosure form; as well as, any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this disclosure form or the brochure and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity.

**Producer Name (Please print):** \_\_\_\_\_ **Producer Number:** \_\_\_\_\_

**Producer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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# Notice of Replacement of Life Insurance or Annuities

Oceanview Life and Annuity Company

Individual Annuities 1.888.295.3815

P.O.Box 830 Grimes, IA 50111-0830 [www.oceanviewlife.com](http://www.oceanviewlife.com)

## Important Notice: Replacement of Life Insurance or Annuities

(This notice must be signed by the applicant(s) and producer, with the original sent to Oceanview Life and Annuity Company and a copy left with the applicant(s).)

1 This is a notice of intention to replace the following **existing** life insurance policy or annuity.

INSURED OR ANNUITANT NAME(S)		PHONE	
ADDRESS	CITY	STATE	ZIP CODE
EXISTING INSURER NAME		POLICY NUMBER	
EXISTING BROKER NAME	TYPE OF EXCHANGE (LAPSE, LOAN, SURRENDER, ETC.)		

2 The **replacement** coverage is as follows.

REPLACING INSURER NAME <b>Oceanview Life and Annuity Company</b>	POLICY NUMBER
REPLACING BROKER NAME	GENERIC DESCRIPTION OF REPLACING POLICY

3 Acknowledgement

I(We) currently have a policy with \_\_\_\_\_  
EXISTING INSURER NAME

and wish to replace it with \_\_\_\_\_  
REPLACING INSURER NAME AND GENERIC DESCRIPTION OF REPLACING POLICY

\_\_\_\_\_  
OWNER SIGNATURE \_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER SIGNATURE \_\_\_\_\_  
DATE

4 Producer

I, as producer for \_\_\_\_\_,  
REPLACING INSURER NAME

am replacing \_\_\_\_\_,  
EXISTING INSURER NAME

policy, with \_\_\_\_\_,  
GENERIC DESCRIPTION OF REPLACING POLICY

policy and have explained the provisions of the policy and any penalties for surrender.

\_\_\_\_\_  
PRODUCER SIGNATURE \_\_\_\_\_  
DATE



# 1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company \_\_\_\_\_

Business Address	Mailing Address	Overnight Address

This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for **Transfers of Funds and Direct Rollovers**. Complete the requested information concerning the existing policy and contract, check the appropriate boxes, and date and sign this form. Refer to the application, and 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 have the right to receive information regarding your existing policy or contract values including, if available, an in force illustration, policy summary, premium payment amounts or the product prospectus. If the information is requested your existing company will return the requested information to you within five business days. Contact your existing carrier for additional information.

**Complete one form for each surrendering company and contract. Please apply funds to:**

**New / Existing Contract Number:** \_\_\_\_\_ **Receiving Carrier DTCC #:** \_\_\_\_\_  
(for Money Settlement)

Without this contract number, the funds will be applied to a new contract.

The receiving company may not accept the exchange / rollover / transfer if the funds do not meet its minimum premium requirements.

## 1. SURRENDERING COMPANY POLICY / ACCOUNT / CONTRACT INFORMATION

Surrendering Company Name (Complete one form for each surrendering company)			Surrendering Company Account / Policy / Contract Number		
Street Address Line 1			Address Line 2		
City	State	Zip	Phone Number	Fax Number	
Surrendering Plan Type (Non-Qualified, IRA, Roth IRA, etc.)		Surrendering Product Type (Life, Annuity, CD, MF, Other, etc.)		Estimated Amount of Transfer	
				\$	
Owner (First, Middle, Last) / Entity Name				Social Security Number / Tax ID #	
Joint Owner Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Company				Social Security Number	
Insured / Annuitant Name (First, Middle, Last) - if other than owner (applies to Life & Annuity products only)				Social Security Number	
Joint Insured / Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.				Social Security Number	
Contingent Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.				Social Security Number	

## 2. TRANSFER / ROLLOVER / 1035 EXCHANGE SURRENDERING INSTRUCTIONS

Full     Partial    \$ \_\_\_\_\_ or \_\_\_\_\_ %

**Penalty Free Amount**

(This amount is subject to change based on the product provisions. Please check with the surrendering company to verify the amount)

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

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

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

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### 3. DISCLOSURES / ACKNOWLEDGMENTS

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- I. 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.

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**4. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION**

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Under penalties of perjury, I certify that:

1. The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).  
 Check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.
4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

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**5. SIGNATURES**

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This transfer request also authorizes the receiving and surrendering company to request information on the status of this transfer or exchange by phone or in writing. By signing below, I represent that the responses herein are, to the best of my knowledge, accurate and I have read the DISCLOSURES / ACKNOWLEDGMENTS section on page 2 the ACORD 1035 Exchange / Rollover / Transfer Form.

**The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.**

Signature Guarantee (if applicable)	<hr/>	<hr/>
	Signature of Owner / Plan Administrator / Trustee / Custodian	Date (mm/dd/yyyy)
	<hr/>	<hr/>
	Signature of Joint Owner / Co-Trustee (if applicable)	Date (mm/dd/yyyy)
	<hr/>	<hr/>
	Signature of Insured / Annuitant (if applicable)	Date (mm/dd/yyyy)
	<hr/>	<hr/>
	Signature of Irrevocable Beneficiary (if applicable)	Date (mm/dd/yyyy)
	<hr/>	<hr/>
	Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only) (if applicable)	Date (mm/dd/yyyy)

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**FOR TSA/403(b) TO TSA/403(b) TRANSFERS/EXCHANGES ONLY - EMPLOYER/THIRD PARTY ADMINISTRATOR SIGNATURE**

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By signing below, I am acknowledging that I have reviewed this direct transfer / rollover / exchange request and that it is authorized and approved under the employer's 403(b) plan under IRC section 403(b) and the final regulations.

- a) I am authorizing this transfer / rollover request.
- b) I am confirming that there is an information sharing agreement in place with the receiving company under the IRC section 403(b) regulations.
- c) All information provided on this form is accurate.

Print Name of Employer or Third Party Administrator	Title of Employer or Third Party Administrator
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Signature of Employer or Third Party Administrator	Date (mm/dd/yyyy)

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

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

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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: \_\_\_\_\_

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

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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.

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

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 Oceanview Life and Annuity Insurance Company  
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## Trust Verification Form

1. Contract Information	
Contract Number	
Name of Current Owner	Social Security Number or Tax I.D.
Name of Contract Annuitant <i>(If different from Contract Owner)</i>	Social Security Number
Street Address, City, State, Zip	
Name of Joint Owner <i>(if applicable)</i>	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 number. Thus, the personal taxpayer identification number of the First Settlor/Grantor listed below is to be used; or  The Trust Tax Identification number is: _____	
6. Name of Settlers/Grantors of Trust <small>(Please attach additional pages if insufficient space has been provided)</small>	
Name	Social Security Number
Name	Social Security Number
7. Name of ALL current Trustee(s) <small>(Please attach additional pages if insufficient space has been provided)</small>	
Name	
Name	
Name	

**8. Name of ALL Successor Trustee(s) (if applicable)**

Name

Name

Name

**9. Instructions for Trustee Signature/Authentication**

The Trust Agreement requires that (please check appropriate box):

Any of the Trustees, acting alone

All of the Trustees, acting together

Other (please explain) \_\_\_\_\_

Must sign or otherwise authenticate forms and/or request on behalf of the Trust in connection with our products.

**10. Trust Affiliation**

Neither the Insurance Agent nor any person affiliated with the insurance 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 Trust

Note: Under the laws of most States, an agent is restricted in, or prohibited from, having a beneficial interest in a contract/policy sold by that agent, unless the agent is a family member, or has a recognized insurable interest.

**10. The Trust is Validly Executed and in Full Force and Effect**

Yes

No

Note: Trust must be informed and domiciled in the United States or one of its Territories at all times.

**10. Certifications by Trustee(s)**

The Trustee(s) states and agrees that:

The Trust, if named owner, is authorized under the terms of the Trust to purchase and/or hold insurance on the life of any insured/annuitant. If named beneficiary, the Trust is authorized to receive proceeds as provided under the terms of the insurance policy and/or annuity contract. I/we have also determined the insurance product is appropriate for the Trust's purpose and the terms of the insurance product conforms to the income distribution requirements, if any, of the Trust.

I/We certify that Oceanview Life and Annuity Company (the "Company") may rely solely on this Verification and the information provided for the policy/contract administration purpose and the Company has no obligation to investigate the terms of the Trust or the authority of the Trustee(s). The Company expressly denies responsibility regarding the use and applications of any payments made to the Trust by the Trustee(s) and will hold the Company harmless from any action the Company takes at the direction of the Trustee(s).

The Trustee(s) declares that each and every Trustee and successor Trustee are bound by the certification. It is further understood that the Company may rely upon the direction of the named Trustee(s) until the Company receives a written notification at its Home Office of the change of Trustee. Furthermore, the Trustee(s) agrees to notify the Company of any changes to the Trust itself that will alter the information provided in the Trust Verification.

The signature(s) below certify the previous information provided and agreed to on this Verification is true and accurate (the number of Trustee(s) indicated in Section 7 must sign below. If additional signature blocks are required, please photocopy this form and attached accordingly).

\_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Date





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**Non-US Citizen Form**

APPLICANT AFFIDAVIT:

I hereby swear and affirm that all information provided in this application is true and correct to the best of my knowledge and belief. I further swear and affirm that I have read and understand the current state laws and rules and I agree to abide by these laws and rules.

\_\_\_\_\_ I am not a United States citizen, but I am either a legal permanent resident of the United States OR I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Permanent Resident Card (aka 'Green Card'), OR a VISA and a copy of your Social Security Card.

\_\_\_\_\_ I certify that I have a permanent U.S. based geographical address to where I receive mail, other than a P.O. Box.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

In making the above representations, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute. I also understand that any failure to make full and accurate disclosures may result in forfeiture of contract.

Executed in \_\_\_\_\_(City), \_\_\_\_\_(State).

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Printed Name of Applicant

\_\_\_\_\_  
 NOTARY PUBLIC My Commission Expires:



