

## 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 (MM/DD/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 (MM/DD/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 (MM/DD/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 (MM/DD/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 Sou	urce of Fun	ds:					
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 O	OF OTHER CONTRACTS					
Does the Proposed O	wner have any existing life insurance or anr	nuity contracts?   Yes   No				
Will the contract beir	ng purchased replace or change an existing li	fe 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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# **Additional Transfer Company Information**

Non-Qualified - Company Name	Amount
Qualified - Company Name	Amount
Qualified Company Name	Amount

OVLAC - TRANSFER - ADDTL Rev. 04.2023



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

# **Harbourview Multi-Year Guaranteed Annuity**

**Single Premium Deferred Annuity** 

Thank you for your interest in the 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 Harbourview Multi-Year Guaranteed Annuity?

The 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 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 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.

#### 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			Su	ırren	der (	Char	ge P	erio	d*	
	1	2	3	4	5	6	7	8	9	10
2	9	8								
3	9	8	7							
4	9	8	7	6						
5	9	8	7	6	5					
6	9	8	7	6	5	4				
7	9	8	7	6	5	4	3			
8	9	8	7	6	5	4	3	2		
9	9	8	7	6	5	4	3	2	1	
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.

OVLAC-HARBOURVIEW-DISC

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

Minimum Gu	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**

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

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# **Fixed Annuity Suitability Questionnaire**

Con	trac	ct Information	
Nam	e of	Contract Owner(s) (Provide information on annuitant	tif contract is owned by a non-natural person.)
Own	er's (	Current Age	Joint Owner's Current Age (if applicable)
Nam	e of I	Product Being Applied For	Approximate Premium
1.	Anr	nual Income	
Gros	s Ho	usehold Income of Contract Owner(s)	
		\$0 <b>-</b> \$25,000	1 − \$75,000 □ \$75,001 − \$100,000
		\$100,001 - \$250,000	☐ 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.	Fed	deral Income Tax Bracket	
		0% □ 10% or 12% □ 22% or 24% □ 32%,	35% or 37%
5.	Fin	ancial Objectives for this Contract	
Chec	ck Mo	ost Important Objective(s)	
		ncome for Today ☐ Income for Life ☐ Guar	anteed Interest Rate
1			

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6.	Funding of This Annuity
Che	ck 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 tumentation if necessary)
400	unientation ii necessaryj
l <del></del>	

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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** 

OVLAC-Suitability 3 Rev. 10/2022



## 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

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

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

**Definition**: *Replacement* is any transaction where, in connection with the purchase of New Insurance or a New Annuity, you **lapse**, **surrender**, **convert** to Paid-up Insurance, Place on Extended Term, or **borrow** all or part of the policy loan values on an existing insurance policy or an annuity. (See page 2 for Definitions.)

If you intend to replace coverage — In connection with the purchase of this insurance or annuity, if you have replaced or intend to replace your present life insurance coverage or annuity(ies), you should be certain that you understand all the relevant factors involved. You should be aware that you may be required to provide evidence of insurability and

- 1. If your **health** condition has **changed** since the application was taken on your present policies, you may be required to pay **additional premiums** under the **new policy**, or be **denied** coverage.
- 2. Your present occupation or activities may not be covered or could require additional premiums.
- 3. The **incontestable** and **suicide clause** will begin anew in a new policy. This could **result** in a **claim** under the new policy **being denied** that would otherwise have been paid.
- 4. Current law **does not require** your present insurer(s) to **refund** any premiums.
- 5. It is to your advantage to **obtain information** regarding your existing policies or annuity contracts from the insurer or agent from whom you purchased the policy or annuity contract.

(If you are purchasing an annuity, clauses 1, 2 and 3 above would not apply to the new annuity contract.)

The insurance or annuity I(we) intend to purchase from Oceanview Life and Annuity Company may replace or alter existing life insurance policy(ies) or annuity contract(s).

INSURER NAME ON POLICY INSURED/ANNUITANT N	IAME ON POLICY	POLICY NUMBER*	* INSURED/ANNUITANT BIRTH DATE	
If a number has not been assigned by the existing insurer, indi	cate alternative identificati	on such as an applic	ation or receipt nun	nber.
Гhe proposed policy is:			\$	
TYP	E OF POLICY — GENERIC NAME		FACE	ANNUITY AMOUNT
Acknowledgement  WNER NAME(S)	PHONE		BIRTH DATE(S)	
DDRESS	CITY		STATE	ZIP CODE
ROPOSED INSURED OR ANNUITANT NAME(S) (IF DIFFERENT THAN OWNER	R) PHONE		BIRTH DATE(S)	
DDRESS	CITY		STATE	ZIP CODE
	·			·
OWNER SIGN	ATURE			DATE

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#### 4 Producer

PRODUCER NAME	PHONE	LICENSE NUMBE	R
ADDRESS	CITY	STATE	ZIP CODE
I certify that this form was given to me and completed by the am leaving a signed copy for the applicant(s).	applicant(s) above prior to taking	an application	on and that I

DATE

#### 5 Definitions

PRODUCER SIGNATURE

**Premiums**: Premiums are the payments you make in exchange for an insurance policy or annuity contract. They are unlike deposits in a savings or investment program, because if you drop the policy or contract, you might get back less than you paid in.

**Cash Surrender Value**: This is the amount of money you can get in cash if you surrender your life insurance policy or annuity. If there is a policy loan, the cash surrender value is the difference between the cash value printed in the policy and the loan value. Not all policies have cash surrender value.

**Lapse:** A life insurance policy may lapse when you do not pay the premiums within the grace period. If you had a cash surrender value, the insurer might change your policy to as much extended term insurance or paid-up insurance as the cash surrender value will buy. Sometimes the policy lets the insurer borrow from the cash surrender value to pay the premiums.

**Surrender**: You surrender a life insurance policy when you let it lapse or tell the company you want to drop it. Whenever a policy has a cash surrender value, you can get it in cash if you return the policy to the company with a written request. Most insurers will also let you exchange the cash value of the policy for paid-up or extended term insurance.

**Convert to Paid-Up Insurance**: This means you use your cash surrender value to change your insurance to a paid-up policy with the same insurer. The death benefit generally will be lower than under the old policy, but you will not have to pay any more premiums.

**Place on Extended Term**: This means you use your cash surrender value to change your insurance to term insurance with the same insurer. In this case, the net death benefit will be the same as before. However, you will only be covered for a specified period of time stated in the policy.

**Borrow Policy Loan Values**: If your life insurance policy has a cash surrender value, you can almost always borrow all or part of it from the insurer. Interest will be charged according to the terms of the policy, and if the loan with unpaid interest ever exceeds the cash surrender value, your policy will be surrendered. If you die, the amount of the loan and any unpaid interest due will be subtracted from the death benefits.

**Evidence of Insurability**: This means proof that you are an acceptable risk. You have to meet the insurer's standard regarding age, health, occupation, etc., to be eligible for coverage.

**Incontestable Clause**: This says that after two years, depending on the policy or insurer, the life insurer will not resist a claim because you made a false or incomplete statement when you applied for the policy. For the early years, though, if there are wrong answers on the application and the insurer finds out about them, the insurer can deny a claim as if the policy had never existed.

**Suicide Clause**: This says that if you commit suicide after being insured for less than two years, depending on the policy and insurer, your beneficiaries will receive only a refund of the premiums that were paid.



# 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 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.							

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



# 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					
I hereby represent and warrant to the Company that the representation set forth herein are true and correct to the best of my knowledge. I also understand that any intentionally false statement made to the Company on this form, or any other document related to the issuance of insurance products constitutes fraud and may subject me to criminal and/or civil liability.					
Signature of Producer	Date				

OVLAC – Non-Resident Rev. 10/2022



## **Request for Inherited Contract**

Attach 1) IRS forms W-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				
Nan	ne				
2.	Inherited Contract				
Acco	unt Type				
	Traditional IRA Roth IRA	Non-Qualified			
Dece	edent Name	SSN (or TIN)	Account Number		
Rela	tionship to Applicant	Date of Birth	Date of Death		
Addr	ess At Time of Death	City	State	Zip Code	
3.	IRS Required Minimum Distribution Inform	nation for Qualified Con	tracts		
	ise note: The questions within this Section pertain to the a ne account. In order to process the RMD the OVLAC-RMD fo	•	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				
	Was the calculation based on mult	iple beneficiaries?			
	No Yes: Oldest Benefic	iary's Date of Birth	th		
4.	Previous Account Holder (Complete only if the applicant	t is the beneficiary of assets from a բ	oreviously Inherite	d contract.)	
Nan	ne	Date of Birth	Date of Death		
5. Trust Beneficiary (Complete only if applicable: A trust beneficiary may purchase an Inherited contract only it is qualified to do so.  For a trust to qualify for an Inherited contract it must be 1) Valid under State law, 2) irrevocable and 3) name identifiable beneficiaries, who are all individuals.)					
	I am transferring or rolling over inherited assets from an IRA or emplo a qualifying trust. By checking this box, I certify that the trust is a q Internal Revenue Code and is therefore eligible to directly transfer of attached a copy of the trust agreement (or a trustee-certification) a remainder beneficiaries) and a description of conditions applicable	ualifying, non-spouse beneficiary for or rollover IRA or employer-sponsored long with a complete list of all trust be	the purposes of Se plan assets to an Ir	ection 402(c) of the hherited IRA. I have	
6.	Authorization				
	ve completed the applicable sections of this form and repre derstand that additional deposits will not be accepted for Inf		d is true and accu	rate. I	
Appli	cant 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 carrent owner	Social Security Humber of Tox 1.5.					
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					
Settior/Grantor listed below is to be used; or						
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 additional pages if insufficient space has been provided)						
Name						
Name						
Name						

8. Name of ALL Success	or Trustee(s) (if applicable)		
Name			
Name			
Name			
9. Instructions for Trust	ee Signature/Authentica	tion	
The Trust Agreement requires that	: (please check appropriate box):		
Any of the Trustees, ac	cting alone		
All of the Trustees, act	ing together		
Other (please explain)			
		f of the Trust in connection with our pro	oducts.
10. Trust Affiliation			
Neither the Insurance Agent nor a	ny person affiliated with the insur	ance agent is a beneficiary of the Trust	
Agree			
Disagree			
If you marked Disagre	e, please attach an explanation of	why they are named a beneficiary of the	ne Trust
<u>Note</u> : Under the laws of most Stat agent, unless the agent is a family	-	phibited from, having a beneficial intere rable interest.	st in a contract/policy sold by that
11. The Trust is Validly E	xecuted and in Full Force	e and Effect	
Yes			
No			
Note: Trust must be informed and	domiciled in the United States or	one of its Territories at all times.	
12. Certifications by Trus	stee(s)		
The Trustee(s) states and agrees the	nat:		
insured/annuitant. If named and/or annuity contract. I/v	beneficiary, the Trust is authoriz	ns of the Trust to purchase and/or sed to receive proceeds as provided undurance product is appropriate for the Tements, if any, of the Trust.	der the terms of the insurance policy
for the policy/contract admi of the Trustee(s). The Comp	nistration purpose and the Comp vany expressly denies responsibilit	Company") may rely solely on this Verif any has no obligation to investigate the ty regarding the use and applications of ction the Company takes at the direction	e terms of the Trust or the authority fany payments made to the Trust by
Company may rely upon the direct	ion of the named Trustee(s) until	r Trustee are bound by the certificatio the Company receives a written notificany of any changes to the Trust itself that	ation at its Home Office of the change
The signature(s) below certify the pblocks are required, please photoc		l agreed to on this Verification is true an dingly).	nd accurate. (If additional signature
Signature of Trustee	Date	Signature of Trustee	

OVLAC-APP-TRUST Rev. 05/2023



## **Additional Trustee Designation Form**

Additional Trustee Information						
Trustee Name	Trustee Phone Number	Trustee Email Address				

OVLAC-TRUSTEE-ADDTL Rev. 10/2022



## **Additional Beneficiary Designation Form**

Add	Additional Beneficiary Information							
	Additional Designation (1997)							
Be	neficiary Type	Beneficiary Name	Relationship	%	SSN	Date of Birth	Gender	
	Primary Contingent							
	Primary Contingent							
	Primary Contingent							
	Primary Contingent							
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	Primary Contingent							

OVLAC-BENE-ADDTL Rev. 10/2022