

### **Harbourview FIA Series Coversheet**

Application for New Business – Harbourview FIA	
Policy Should be delivered to: Client Agent	
Name of Agent:	
Financial Institution:	
Name of Owner:	
Premium Amount:	
Suitability Acknowledgment	
Owner's Statement:	
I understand that my agent/producer relies on the information I have provided about my financial status to recommend the sale of this Oceanview Life and Annuity Contract. I certify true and accurate to the best of my knowledge.	•
I further acknowledge that I believe the recommended annuity contract meets my needs, that explained to me the surrender charges and surrender charge period and reviewed the applical regarding my new fixed annuity product.	
Signature of Owner	Date
Signature of Joint Owner (if applicable)	Date
Producer's Statement:	
<ul> <li>I have made the recommendation to purchase this annuity based on the information product meets the customer's financial needs and objectives.</li> </ul>	
<ul> <li>I have provided the owner(s) a copy of the product disclosure for the product applied fo Guide.</li> </ul>	r and applicable Buyer's
<ul> <li>I have not made any representations or promises about the future value of this proposed approved company provided materials.</li> </ul>	contract that differ from
<ul> <li>This application will be submitted through my firm's suitability process and will be appropriately supervisor prior to be submitted to Oceanview for processing.</li> </ul>	oved by the appropriate
Signature of Producer	Date



#### 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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		-	_	whole numbers and total 100% fnations Form if needed.)	or primary and
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				
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				
	any information recorded by me on this Appelief, and that the Owner seemed to me to plication.					
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 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.

#### **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.

The Company may, at its sole discretion, offer a special introductory rate for its crediting strategies. This introductory rate is for the first Contract Year only. After that point, the rate is subject to change each Contract Year and is likely to be much less than the introductory rate offered at the time the contract is issued.

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.

#### 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 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.

<sup>&</sup>lt;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.

#### **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**

**Fixed Rate** 

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

S&P 500 Annual Point-to-Point with Cap \*

**S&P 500 Annual Point-to-Point with Participation Rate** 

	S&P 500 Monthly Avera	ige Annual Point-to-Poi	nt with Cap			_
	S&P 500 2-Year Point-t	o-Point with Participation	on Rate			_
	S&P 500 Daily Risk Con	trol 5% USD Excess Retu	ırn Index Annual PTP	with PAR		_
	S&P 500 Daily Risk Con	trol 10% USD Excess Ret	urn Index Annual PTI	with PAR		_
	Nasdaq-100® Annual P	oint-to-Point with Cap *				_
	Russell-2000® Annual P	oint-to-Point with Cap *				_
				TOTAL		_
By signing I have app insurance believe th	Acknowledgement below, I acknowledge that blied for a Single Premium products and investments is annuity will assist me in a	ndexed Deferred Annu including my financial o neeting my current fina	ity. In doing so, I hav bjectives) with my ins ncial needs and objec	e discussed my turance producer tives.	financial status, or other financ	tax status, current cial professional and
when the lower after Owner/A	Company is offering a Sporer the first Contract Year.  Oplicant Name:		I understand that th	is rate is subject	t to change and	will likely be much
when the lower after Owner/A Owner(s),	er the first Contract Year.  pplicant Name:  Applicant Signature:		I understand that th	is rate is subject	t to change and	will likely be much
when the lower after Owner/A Owner(s), Phone Nu	er the first Contract Year.  pplicant Name:	Date:	I understand that th	is rate is subject	t to change and	will likely be much
when the lower after Owner/A Owner(s), Phone Nu Joint Own	oplicant Name:  'Applicant Signature:	Date:	I understand that th	is rate is subject	t to change and	
when the lower after Owner/A Owner(s), Phone Nu Joint Own	oplicant Name: /Applicant Signature: mber:	Date:	I understand that th	is rate is subject	t to change and	
when the lower aft.  Owner/A  Owner(s),  Phone Nu  Joint Own  Phone Nu  Producer  By signing a copy of the sale of the disclosure elements of the company of	cr the first Contract Year.  coplicant Name:  /Applicant Signature:  mer/Applicant Name:  mer(s)/Applicant Signature:  mer(s)/Applicant Signature:  mer(s)/Applicant Signature:  mber:  Confirmation  below, I acknowledge that his disclosure form; as well annuity, have been provi form or the brochure a of the annuity.	Date:  Date:  I have reviewed this disc as, any advertisements, ded to the applicant. I ind no promises or ass	closure form and other all of which were appraise not made any sturances have been m	r required mater roved by the Cor ratements that corade about the f	rials with the ap mpany, used in differ from wha	plicant. I certify that connection with the at is stated in this any non-guaranteed
when the lower aft.  Owner/A  Owner(s),  Phone Nu  Joint Own  Phone Nu  Producer  By signing a copy of the sale of the disclosure elements of the company of	cr the first Contract Year.  coplicant Name:  /Applicant Signature:  mber:  mer/Applicant Name:  mer(s)/Applicant Signature:  mber:  Confirmation  below, I acknowledge that his disclosure form; as well annuity, have been proviform or the brochure a	Date:  Date:  I have reviewed this disc as, any advertisements, ded to the applicant. I ind no promises or ass	closure form and other all of which were appraise not made any sturances have been m	r required mater roved by the Cor ratements that corade about the f	rials with the ap mpany, used in differ from wha	plicant. I certify that connection with the at is stated in this any non-guaranteed

The S&P 500 Annual Point to Point with Cap Rate, S&P 500 Annual Point to Point with Participation Rate, S&P 500 2 Year Point to Point with Participation Rate and S&P 500 Monthly Average Annual Point to Point with Cap Rate, S&P 500 Daily Risk Control 5% Excess Return Index Annual Point-to-Point with Participation Percentage, S&P 500 Daily Risk Control 10% Excess Return Index Annual Point-to-Point with Participation Percentage (hereafter Indices or Index) are products of S&P Dow Jones Indices LLC or its affiliates ("SPDJI") and Third-Party Licensor, and has been licensed for use by Oceanview Life and Annuity Company (hereafter, Licensee). S&P®, S&P 500®, US 500, The 500, iBoxx®, iTraxx® and CDX® are trademarks of S&P Global, Inc. or its affiliates ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); any Third Party Licensor Trademarks are trademarks of the Third-Party Licensor and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Licensee. It is not possible to invest directly in an index. Licensee's Products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices") or any Third-Party Licensor. Neither S&P Dow Jones Indices nor any Third-Party Licensor make any representation or warranty, express or implied, to the owners of the Licensee's Products or any member of the public regarding the advisability of investing in securities generally or in Licensee's Products particularly or the ability of the Indices to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices' and any affiliated Third-Party Licensor's only relationship to Licensee with respect to the Indices is the licensing of the Indices and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The Indices are determined, composed and calculated by S&P Dow Jones Indices or an affiliated Third-Party Licensor without regard to Licensee or the Licensee's Products. S&P Dow Jones Indices and any affiliated Third-Party Licensor have no obligation to take the needs of the Licensee or the owners of Licensee's Products into consideration in determining, composing or calculating the Indices. S&P Dow Jones Indices and any affiliated Third-Party Licensor have no obligation or liability in connection with the administration, marketing or trading of the Licensee's Products. There is no assurance that investment products based on the Indices will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment adviser, commodity trading advisory, commodity pool operator, broker dealer, fiduciary, promoter" (as defined in the Investment Company Act of 1940, as amended), "expert" as enumerated within 15 U.S.C. § 77k(a) or tax advisor. Inclusion of a security, commodity, crypto currency or other asset within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, commodity, crypto currency or other asset, nor is it considered to be investment advice or commodity trading advice.

NEITHER S&P DOW JONES INDICES NOR ANY AFFILIATED THIRD-PARTY LICENSOR GUARANTEES THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE INIDICES OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES AND ANY AFFILIATED THIRD-PARTY LICENSOR SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES AND ANY THIRD-PARTY LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY THE LICENSEE. OWNERS OF THE LICENSEE'S PRODUCTS. OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE INDICES OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES OR ANY AFFILIATED THIRD-PARTY LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. SUBJECT TO S&P'S OBLIGATIONS TO LICENSEE TO REVIEW AND APPROVE LICENSEE'S INFORMATIONAL MATERIAL PURSUANT TO THE AGREEMENT BETWEEN S&P AND LICENSEE, S&P DOW JONES INDICES HAS NOT REVIEWED, PREPARED AND/OR CERTIFIED ANY PORTION OF, NOR DOES S&P DOW JONES INDIES HAVE ANY CONTROL OVER, THE LICENSEE PRODUCT REGISTRATION STATEMENT, PROSPECTUS OR OTHER OFFERING MATERIALS. THERE ARE NO THIRD-PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND LICENSEE, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

OVLAC-FIA-DISC Rev. 05/2025



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

#### 3. DISCLOSURES / ACKNOWLEDGMENTS

- I fully assign and transfer all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving company intends to surrender the contract for the cash value; or if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. Neither the receiving company nor the surrendering company is liable or responsible for changes in market value that may occur after the surrendering company has processed the transaction and before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- II. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original contract and the percentage of the value transferred to the new contract. For example, if the contract value is \$100,000 and basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.

I expressly represent that the sole purpose is to effect a partial 1035 exchange of an annuity contract. However, I acknowledge that Revenue Procedure 2011-38 states that withdrawals from annuitization, taxable owner or annuitant changes, or surrenders, other than an amount received as an annuity for a period of 10 years or more or during one or more lives, of either the original contract or the new contract during the 180 day period following the partial exchange, may affect the tax free status of the partial exchange.

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

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

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

4. TAXPAYER IDENTIFICATION N					
Under penalties of perjury, I certify					
<ol> <li>The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> </ol>					
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	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			
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 the herein are, to the best of my knowledge, accurate the ACORD 1035 Exchange / Rollover / Transfer			
The Internal Revenue Service does required to avoid backup withhold		s of this document other than the certification			
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 (IIII/Ca),,,,,			
	Signature of Irrevocable Beneficiary (if applicable)	Date (mm/dd/yyyy)			
Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only)  (if applicable)  Date (mm/dd/yyyy)					
FOR TSA/403(b) TO TSA/403(b) TR	ANSFERS/EXCHANGES ONLY - EMPLOYER	THIRD PARTY ADMINISTRATOR SIGNATUR			
	ng that I have reviewed this direct transfer / rol 403(b) plan under IRC section 403(b) and the fi	lover / exchange request and that it is authorize nal regulations.			
a) I am authorizing this transfer / r	ollover request.				
b) I am confirming that there is a 403(b) regulations.	an information sharing agreement in place wit	th the receiving company under the IRC section			
c) All information provided on this	form is accurate.				
Print Name of Employer or Third Party Ad	dministrator	Title of Employer or Third Party Administrator			
Signature of Employer or Third Party Adr	ninistrator	Date (mm/dd/yyyy)			

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

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

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

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

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

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

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

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



# 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 application documents outside of your state of permanent residence.			
**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



# **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 pr	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 ted to receive proceeds as provided un- urance product is appropriate for the T ements, if any, of the Trust.	der the terms of the insurance policy	
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. (If additional signature blocks are required, please photocopy this form and attached accordingly).				
Signature of Trustee		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**

Additional Beneficiary Information							
Additional Deficiency information							
Be	neficiary Type	Beneficiary Name	Relationship	%	SSN	Date of Birth	Gender
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
	Primary Contingent						
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	Primary Contingent						
	Primary Contingent						

OVLAC-BENE-ADDTL Rev. 10/2022