

**American General
Life Insurance Company**

A member of American International Group, Inc. (AIG)

**Annuity New Business Transmittal &
Agent Report Form**

New Business Email Inquiries: AnnuityServiceCenter@aig.com

Annuity Service Center Phone Number: 888-438-6933 Option 1

New Business Email: AIGAnnuityService@aig.com

New Business Fax Number: 713-620-3829

Required Section

In order to ensure accurate processing, please fill out this form completely and submit with the annuity application.

Name of Owner _____ DOB _____ SSN/Tax ID _____

Owner's Email Address is required (if none exists, enter NA) _____

Name of Annuitant _____

Agent Information

REQUIRED	
<p>➔ If a NEW ADDRESS, check this box <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> _____</p> <p>Agent/Broker Signature _____</p> <p>Agent Name (print) _____</p> <p>Agent Number (write "pending" if applicable) _____</p> <p>Agent SSN (if agent number is pending) _____</p> <p>Agent NPN (required) _____</p> <p>Agency/Broker Dealer (optional) _____</p> <p>IMO/BGA Firm (required) _____</p> <p>IMO/BGA email address for case updates/missing documents (if applicable) _____</p> <p>IMO/BGA phone number for case updates _____</p> <p>Agent e-mail Address _____</p> <p>Agent Street Address (for contract mailing) _____</p> <p>Agent City, State, Zip _____</p> <p>Agent Phone Number _____</p>	<p>1. Are you a Registered Representative? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Does your firm require a suitability review for (Index, Fixed) Annuities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Are commissions paid through your firm for (Index, Fixed) Annuities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Split Case <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, complete the following sections.)</p> <p>Percent to Primary Agent ____% PLUS Percent to 2nd Agent ____%</p> <p>PLUS Percent to Others ____% = TOTAL PERCENT 100%</p> <p><input checked="" type="checkbox"/> _____</p> <p>Second Agent Signature _____</p> <p><input checked="" type="checkbox"/> _____</p> <p>Second Agent Name (print) _____</p> <p>_____</p> <p>Agent Number _____</p> <p>_____</p> <p>Agency Name/Number _____</p> <p>_____</p> <p>Agent SSN (if agent number is pending) _____</p> <p>_____</p> <p>Agent NPN (required) _____</p>

SPECIAL INSTRUCTIONS

Please insert any additional information of who to contact at the IMO or agent's back office regarding New Business, Licensing, Commissions, Suitability, Post Issuance, Contract Set up, etc. that would help AIG Internal team process this case timely.



A member of American International Group, Inc. (AIG)

Key addresses and contact information

New Business Email Inquiries: AnnuityServiceCenter@aig.com
Annuity Service Center Phone Number: 888-438-6933 Option 1
New Business Email: AIGAnnuityService@aig.com
New Business Fax Number: 713-620-3829

Assured Edge Fixed Annuity & Index Annuity Products (except Power Index Premier NY – see below)

	U.S.Regular Mail	Overnight Mail
<i>with checks:</i>	P.O. Box 100330 Pasadena, CA 91189-0330	JPM Chase-AGL 100330 2710 Media Center Drive Building #6, Suite 120 Los Angeles, CA 90065-1750
<i>without checks:</i>	P.O. Box 2708 Amarillo, TX 79105-2708	1050 North Western Street Amarillo, TX 79106-7011

Fixed Annuity (except Assured Edge versions) and Power Index Premier NY

	U.S.Regular Mail	Overnight Mail
<i>with checks:</i>	JPM Chase (TX1-0029) ATTN: AIG-USL 650545 14800 Frye Road 2 nd Floor Fort Worth, TX 76155	<i>without checks:</i> American General Life Insurance Company 1050 North Western Street Amarillo, TX 79106

When you provide complete and accurate information, processing time can be expedited.

US Life

The United States Life Insurance
Company in the City of New York (USL)

Single Premium Deferred Individual Fixed Annuity Application

877-289-0256

Address Mail to:
Annuity Service Center

Regular Mail

with checks:
USL
P.O. Box 650545
Dallas, TX 75265-0545

without checks:
P.O. Box 871
Amarillo, TX 79105-0871

Overnight Mail

with checks:
JPM Chase (TX1-0029)
Attn: USL 650545
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155

without checks:
1050 N. Western St.
Amarillo, TX 79106-7011

The **➡** indicates a required response. Please print or type.

➡ 1. Product Selection *(Solicitation state indicates the state in which this application is signed.)*

Product Name American Pathway SolutionsMYG	Solicitation state _____ NY _____
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➡ 2. Owner(s) Information

Applications for certain non-naturally owned contracts may not be accepted. If the Owner indicated below is not a person, please contact the Annuity Service Center prior to submitting this application.

Trust Date for Trust (MM/DD/YYYY) _____ Owner Type _____

Name _____ Male Female

Address _____ City _____ State _____ ZIP _____

Birth Date _____ SSN/TIN _____ Phone _____ Email _____

Joint Owner

Name _____ Male Female

Address _____ City _____ State _____ ZIP _____

Birth Date _____ SSN/TIN _____ Relationship to Owner _____ Phone _____

➡ 3. Annuitant(s) Information *(Complete only if different from Owner)*

Name _____ Male Female

Address _____ City _____ State _____ ZIP _____

Birth Date _____ SSN _____ Phone _____ Email _____

Joint Annuitant

Name _____ Male Female

Address _____ City _____ State _____ ZIP _____

Birth Date _____ SSN _____ Phone _____

4. Beneficiary Information

Please complete the beneficiary information below. Additional beneficiaries, if any, can be listed on the Additional Beneficiary Information form (AGL020) and submitted with this application. Note: If you elected Joint Life (*2 covered persons*) under Section 6 below, you must provide the spousal beneficiary information here.

Joint Owners (Joint Annuitants if non-individual Owner) shall be each other's sole primary beneficiary and any other beneficiary(ies) listed will be designated as "contingent". If only one Owner is listed and the beneficiary type is not selected, the beneficiary will be designated as "primary". For non-individually owned or custodially held IRAs and tax-qualified plans if no beneficiary is listed, the beneficiary will default to the Owner listed on this application. If multiple beneficiaries are specified, percentages must total 100% and the beneficiary type must be selected. If no percentages are referenced and the beneficiary type is not selected, the listed beneficiaries will be designated "primary" beneficiaries and will share the death benefit equally, unless later modified by the Owner

1. Beneficiary Name _____ Primary Contingent
 Address _____ City _____ State _____ ZIP _____
 Relationship _____ Beneficiary % _____ SSN/TIN _____ Phone _____
 Birth/Trust Date _____ Email _____ Male Female

2. Beneficiary Name _____ Primary Contingent
 Address _____ City _____ State _____ ZIP _____
 Relationship _____ Beneficiary % _____ SSN/TIN _____ Phone _____
 Birth/Trust Date _____ Email _____ Male Female

5. Contract Type (select one) and Source of Funds

Single Payment: Make check payable to **The United States Life Insurance Company in the City of New York**. If this is a 1035 Exchange, Transfer, or Rollover, please complete the appropriate 1035 Exchange/Transfer form and submit it with this Application.
 Single Premium Amount \$ _____

<p>5a. Non-Qualified Contract Indicate type and amount of single Payment below.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Source of Funds</th> <th style="text-align: left; border-bottom: 1px solid black;">Amount</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Amount enclosed</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> 1035 Exchange/Transfer Estimated dollars</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Other Estimated dollars:</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Funds coming direct</td> <td>\$ _____</td> </tr> </tbody> </table>	Source of Funds	Amount	<input type="checkbox"/> Amount enclosed	\$ _____	<input type="checkbox"/> 1035 Exchange/Transfer Estimated dollars	\$ _____	<input type="checkbox"/> Other Estimated dollars:	\$ _____	<input type="checkbox"/> Funds coming direct	\$ _____	OR	<p>5b. Qualified Contract Indicate type of plan for new contract, source of funds and amount below.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Type of Plan for New Contract</th> <th style="text-align: left; border-bottom: 1px solid black;">Source of Funds</th> <th style="text-align: left; border-bottom: 1px solid black;">Amount</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> IRA</td> <td><input type="checkbox"/> Amount enclosed</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Roth IRA</td> <td><input type="checkbox"/> Transfer</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> SEP</td> <td><input type="checkbox"/> Rollover</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td><input type="checkbox"/> Contribution</td> <td>\$ _____</td> </tr> <tr> <td></td> <td>IRA Tax Year:</td> <td>_____</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Funds coming direct</td> <td>\$ _____</td> </tr> </tbody> </table>	Type of Plan for New Contract	Source of Funds	Amount	<input type="checkbox"/> IRA	<input type="checkbox"/> Amount enclosed	\$ _____	<input type="checkbox"/> Roth IRA	<input type="checkbox"/> Transfer	\$ _____	<input type="checkbox"/> SEP	<input type="checkbox"/> Rollover	\$ _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Contribution	\$ _____		IRA Tax Year:	_____		<input type="checkbox"/> Funds coming direct	\$ _____
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➡ 6. Initial Interest Guarantee Term and Optional Programs

6(a)

- 5 Year Initial Interest Guarantee Term
 6 Year Initial Interest Guarantee Term
 7 Year Initial Interest Guarantee Term

➡ 7. Disclosures

USA PATRIOT ACT (This notice is printed in compliance with Section 326 of the USA Patriot Act)

IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR AN INSURANCE POLICY OR ANNUITY CONTRACT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an insurance policy or annuity contract. What this means for you: When you apply for an insurance policy or annuity contract, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

➡ 8. Acknowledgments and Signature(s)

8(a). Replacement

- Yes** **No** Do you have any existing life insurance or annuity contracts? *(Must check either Yes or No)*
- Yes** **No** Do you intend for the purchase of this annuity to result in the replacement, termination, or change in value of any existing life insurance or annuity contracts? *(Must check either Yes or No)*

If yes to either of the above, please provide the replacement information on the required forms, which can be obtained from your licensed agent, and include them with this application.

8(b). Acknowledgement of Owner(s)

I represent that all statements and information provided herein are true and complete to the best of my belief and knowledge. I understand that the application will be attached to and made a part of the annuity contract. By signing below, I declare the following:

- I have received the Buyer's Guide for Deferred Annuities.
- I have consulted with my licensed agent and received and read the applicable product disclosure, Owner Acknowledgment and Disclosure Statement and any other related materials such as illustrations, which describe various product features including but not limited to: (a) withdrawals; (b) withdrawal charges; (c) withdrawal charge schedule; (d) early withdrawal tax penalty; (e) start of an income plan; and (f) market value adjustment.
- If I am a full-time, active-duty member of the U.S. Armed Forces *(to include a reserve unit serving under published orders for training)*, then form Disclosure for Military Sales is submitted with this application but is not a part of this application.
- I have consulted with my licensed agent for advice or recommendations regarding the purchase of this annuity contract. The United States Life Insurance Company in the City of New York is not providing advice, guidance or recommendations and is not serving in any fiduciary capacity related to this contract.
- I understand that this annuity includes a market value adjustment feature. During the MVA Term, any amount partially or totally withdrawn prior to the maturity date may be subject to a market value adjustment. The adjustment may increase or decrease the amounts payable under the contract. I understand that: (a) if interest rates rise after the contract date, the market value adjustment will generally decrease the amount withdrawn; and (b) if interest rates fall after the contract date, the market value adjustment will generally increase the amount withdrawn.
- I understand and acknowledge that The United States Life Insurance Company in the City of New York does not offer legal or tax advice, and I have had the opportunity to seek such advice from the proper sources before purchasing this annuity.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that (1) there are more robust insurance benefits offered in other annuities and (2) the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.
- My answers are representations and not warranties, and are true and correct to the best of my knowledge and belief.

8. Acknowledgments and Signature(s) *(continued)*

8(c). Signatures

➡ Owner's signature _____ Date _____

Joint Owner's signature *(if applicable)* _____ Date _____

➡ 9. Licensed Agent Information and Signature(s)

9(a). Replacement

- Yes** **No** Do you have reason to believe that the Owner has any existing life insurance or annuity contracts?
- Yes** **No** Do you have reason to believe that any existing life insurance or annuity contract has been *(or will be)* replaced, surrendered, withdrawn from, loaned against, changed, or otherwise reduced in value in connection with this transaction, assuming that the contract applied for will be issued?

9(b). Acknowledgments of Licensed Agent

I certify that the application was signed and dated by the Owner after all answers and information were recorded herein; and I have truly and accurately recorded on this form all of the information provided by the Owner. Further, by signing below, I certify:

- I have instructed the Owner to answer the questions in Section 8(a) appropriately. I am providing the replacement information on the required forms, and including them with this application, when applicable.
- I have delivered a *Buyer's Guide for Deferred Annuities* to the Owner.
- I have reviewed the Owner's financial situation and needs, including the financial resources used for the funding of the policy and the Owner's financial time horizon, including duration of existing liabilities and obligations, and have determined that the Owner has the financial ability to meet the financial commitments under the policy.
- It is my reasonable belief that based on the information the Owner provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for, based on my recommendation, meets the Owner(s)' insurance needs and/or financial objectives.
- I have informed the Owner of various features of the policy and potential consequences of the sales transaction, both advantages and disadvantages, and the basis of the recommendation. I represent that I have delivered the appropriate product disclosures and other related materials such as the compensation information regarding the manner in which I am compensated for the sale and servicing of this product, and have used only current, carrier-approved sales material.
- My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the circumstances prevailing.
- I understand that I must act in the best interest of the Owner. I only considered the interests of the Owner when making the recommendation to purchase this annuity. I may receive a commission from, or have another financial interest in, the recommended transaction. However, my recommendation is based solely on the Owner's financial interests.
- If the Owner is a full-time, active-duty member of the U.S. Armed Forces (to include a reserve unit serving under published orders for training), then form Disclosure for Military Sales is submitted with this application but is not a part of this application.
- I have verified the identity of the Owner and Annuitant, if the Owner is non-natural, by reviewing a government-issued photo identification and any other required documentation.

9(c). Licensed Agent Information

1. Licensed Agent's Signature _____ SSN *(1st 5 digits only)* _____
 Licensed Agent's Name *(please print)* _____
 Address _____ City _____ State _____ ZIP _____
 Phone _____ Licensed Agent ID Number _____ Email _____
 Firm Name _____

2. Licensed Agent's Signature _____ SSN *(1st 5 digits only)* _____
 Licensed Agent's Name *(please print)* _____
 Address _____ City _____ State _____ ZIP _____
 Phone _____ Licensed Agent ID Number _____ Email _____

The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND.

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

(1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED? YES ___ NO ___

(2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES? YES ___ NO ___

(3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE? YES ___ NO ___

(4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES? YES ___ NO ___

(5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES? YES ___ NO ___

(6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID? YES ___ NO ___

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH THE IMPORTANT NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. YOU WILL ALSO RECEIVE A COMPLETED DISCLOSURE STATEMENT NO LATER THAN THE TIME YOUR NEW POLICY OR NEW CONTRACT IS DELIVERED.

Date: _____ Signature of Applicant: _____

Date: _____ Signature of Applicant: _____

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION: YES ___ NO ___

Date: _____ Signature of Agent or Broker: _____

Contract No. _____

The following disclosure is provided pursuant to Section 30.3 of New York Comp. Codes R. & Reg., tit. 11, Pt. 30 (Regulation 194):

_____ (“the producer”) is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Insurance Producer Name (Print)

Insurance Producer (Signature)

Date

I ACKNOWLEDGE THAT I RECEIVED THIS DISCLOSURE FORM.

Client Name (Print)

Client (Signature)

Date

This is a summary of the provisions of your annuity, but it is not a part of your Contract. Your annuity Contract contains complete details. Your Contract may include one or more riders or endorsements containing additional terms affecting how the Contract may work. You should carefully read the entire Contract, including all rider and endorsements attached to the Contract.

General Description: The American Pathway® SolutionsMYG Annuity is a single premium fixed deferred annuity with a market value adjustment (MVA) provision issued and guaranteed by The United States Life Insurance Company in the City of New York (USL or the Company). Guarantees are backed by the claims-paying ability of USL. This annuity Contract may be used to save money for retirement and to receive retirement income for life. It is not meant to be used to meet short-term financial goals.

RIGHT TO Examine the Contract (Free Look): You may review your annuity Contract for a specified number of days following your purchase, as shown on page one of your Contract. If you decide during that time that you do not want the Contract, please contact our Annuity Service Center or your financial professional for a refund of your premiums, less any withdrawals. Please see the Right to Examine provision on page one of your Contract to learn more about your specific free look period.

Initial Interest Guarantee Term and Subsequent Guaranteed Rates: The Initial Interest Guarantee Term (Initial Term) is the period of time for which the initial interest rate is guaranteed. Initial Interest rates may be higher for contracts funded with higher premium amounts. Any such interest rate increases will be credited during the Initial Term only. After the Initial Term, the Company will declare an annual renewal interest rate each contract year, which will not include any enhancement. You may obtain current initial interest rates from your financial professional but your actual initial rates will be determined when your Contract is issued and shown on your Contract Data Page along with the Initial Term length you selected. After the Initial Term, the Company will declare an annual interest rate upon each Contract anniversary, and this rate will never be lower than the Minimum Guaranteed Interest Rates as defined in your Contract.

The renewal rates for contracts with a higher initial interest rate associated with higher premium amounts, may be set to the same level as renewal interest rates for contracts without any such enhancements or higher rates. Factors that influence declared annual renewal interest rates include, but are not limited to, the level of US Treasury rates, credit spreads on corporate bonds and other fixed income instruments, company asset-liability matching strategies, the length of the contract withdrawal charge period and the number of years since your annuity Contract was issued.

The interest rates mentioned above are annual effective rates. To achieve these rates, the value at the beginning of the Contract Year must be left in the annuity for a full year without any withdrawals. Interest is credited and compounded daily (based on a 365-day year).

Your Contract Value on any given day equals (a) your premium(s), (b) minus any prior withdrawals and related charges, (c) plus credited interest at the rates described above.

Minimum Guaranteed Interest Rate: The minimum guaranteed interest rates applicable to your Contract are shown on your Contract Data Page. The minimum guaranteed interest rate applicable to your Contract during the withdrawal charge period may be higher than the minimum guaranteed rate applicable in subsequent years. You can obtain the minimum guaranteed interest rates for currently issued contracts from your financial professional but your actual minimum guaranteed interest rates will be determined when your Contract is issued, and will not change.

Withdrawal Value: The amount guaranteed to be available for withdrawal upon full surrender. It is equal to the Contract Value after any applicable market value adjustment (MVA) has been applied and after any applicable Withdrawal Charges have been deducted.

Withdrawal Privileges: After one year from the Contract Date, you may take multiple penalty-free withdrawals each Contract Year not exceeding 15% of the previous anniversary Contract Value. If you do not use all of the 15% penalty-free withdrawal percentage in a Contract year, you may **NOT** carry over the unused portion. Under current Company practice, you may systematically withdraw the accumulated interest earnings penalty-free, which means without any withdrawal charge at any time

after 30 days from the Contract Date. Additionally, you may take a full or partial withdrawal within the 30-day period following the end of the Initial Interest Guarantee Term without incurring an MVA or withdrawal charge. Any withdrawals made during the 30-day period following the end of the Initial Interest Guarantee Term will count against the 15% penalty-free withdrawal amount for that year. The minimum withdrawal amount is \$250 (\$100 for systematic withdrawals) and the minimum amount that must remain in your annuity is \$2,000.

Except for withdrawals during the 30-day period at the end of the Initial Interest Guarantee Term, a withdrawal charge will be deducted from amounts withdrawn during the first seven (7) Contract Years that exceed the amount of any penalty-free withdrawals. The withdrawal charge is equal to the percentage shown in the chart below of the amount withdrawn which exceeds the penalty-free withdrawal amount. An MVA, as described below, may also apply to withdrawals made during the Initial Interest Guarantee Term which exceed penalty-free amounts. These withdrawals, including any withdrawal charges and applicable MVA, will be deducted from your Contract Value.

Contract Year	1	2	3	4	5	6	7	Thereafter
Charge	7%	6%	5%	4%	3%	2%	1%	0%

(% of Excess Amount Withdrawn after application of any MVA)

Market Value Adjustment: An MVA applies to any withdrawal in excess of penalty-free amounts (penalty-free amounts include any compliant RMD withdrawals, if applicable) during the MVA Term, which is equal to the Initial Interest Guarantee Term. The adjustment is based on changes in an external index referenced in your Contract since the beginning of the MVA Term and may decrease or increase the amount you receive when you make a withdrawal. If the index has risen since the beginning of the MVA Term, the adjustment may decrease the amount you receive and, if it has fallen, an MVA may increase the amount you receive. Provisions within the Contract effectively limit both the MVA increases and decreases.

Withdrawals made during the withdrawal charge period may result in your receiving less than the amount of the single premium paid.

Withdrawal Charge Waivers: The following riders allow you to make withdrawals without a withdrawal charge (or MVA decrease, if applicable) when certain conditions are met. There is no charge for these riders. Details about utilizing the riders, including qualifying conditions and waiting periods, are set forth in the riders. These riders may not be available in all states

- **Extended Care Rider:** The Owner must receive Extended Care for at least 90 consecutive days, beginning after the second Contract Year. The Extended Care may not have begun until after the second Contract Year.
- **Terminal Illness Rider:** The Owner must be initially diagnosed with a Terminal Illness after the Contract Date. Only one partial withdrawal or a full withdrawal is permitted.

Income Plans An income plan allows you to use your annuity to create guaranteed income for life or for a specified period. An income plan may be elected any time after 13 months from the Contract Date. The amount applied to fund the Income Plan will be equal to the Contract Value. Income payments will start when the Owner reaches age 95, unless an earlier date is elected. Available income plan options include:

- **Life Income**
- **Joint and Survivor Life Income**
- **Joint and Survivor Life Income with 10 or 20 Years Guaranteed**
- **Life Income with 10 or 20 Years Guaranteed**
- **Fixed period**

The minimum income payment amount is \$20. Once payments begin, the income plan option cannot be changed.

Death Benefits: A death benefit will be paid to the named Beneficiary upon an Owner’s death before an income plan begins. The death benefit is equal to the Contract Value (no withdrawal charges or MVA is applied).

Tax Status and Income Tax Consequences: Taxable withdrawals from your Contract may be subject to federal and state income taxes. Tax rules vary depending on whether the Contract is offered under an employer's tax-qualified retirement program, an individual retirement plan, or is instead a non-qualified contract. Withdrawals from an annuity contract under a tax-qualified retirement program or an individual retirement plan are generally reported to the IRS as fully taxable, and withdrawals from a non-qualified annuity contract are generally reported to the IRS as taxable to the extent of untaxed earnings in the annuity. Taxable withdrawals from your Contract prior to age 59½ are generally subject to a 10% federal early withdrawal penalty. Effective January 1, 2013, certain contract owners may be subject to an additional net investment income tax (NIIT) on income received from non-qualified annuities. Distributions from certain qualified contracts (such as annuities under tax-qualified retirement programs and traditional and Roth IRAs) are generally not subject to NIIT. You should consult your tax advisor regarding your specific situation.

Tax-qualified contracts such as IRAs, 401(k)s, etc. are tax deferred regardless of whether or not they are funded with an annuity. If you are considering funding a tax-qualified retirement plan with an annuity, you should know that an annuity does not provide any additional tax-deferred treatment of earnings beyond the treatment by the tax-qualified retirement plan itself. However, annuities do provide other features and benefits such as income options.

For tax-qualified contracts, the Internal Revenue Code (IRC) requires that you begin withdrawing assets from your tax-qualified annuities when you reach age 72. These are known as Required Minimum Distributions or RMDs. The annual RMD amount must generally be taken by December 31 each year. The Company is not responsible for the satisfaction of RMDs. We recommend that you consult with your tax advisor as to your obligations with regard to the RMD distributions from the Contract. Note: Roth IRAs are not subject to RMD during the lifetime of the Roth IRA owner.

Annual Statements: A statement of your Contract will be provided at least once each Contract Year.

Not a deposit | Not insured by any federal government agency
May lose value | No bank or credit union guarantee | Not FDIC/NCUA/NCUSIF insured

Owner(s) Certification: By signing below, I (I denotes the Owner and Joint Owner, if applicable) acknowledge and attest that:

1. I (a) have read, or been read, and understand the information contained in this document, (b) have received a copy of this Owner Acknowledgment, and (c) have received a copy of a Buyer's Guide if required by my state.
2. I understand that, during the withdrawal charge period, the Contract will be subject to withdrawal charges. I further understand that a Market Value Adjustment (MVA) may apply to withdrawals taken during the Initial Interest Guarantee Term. Both of these may result in a partial loss of premium and any interest credits earned previously;
3. I understand that incentive compensation may be paid to my agent in connection with the sale of this product; and
4. I agree that this product meets my individual needs, and I do not knowingly have need of these funds except for those provided for within the time frames of the withdrawal charge period;
5. I had the Contract and the basis for the recommendation explained to me by my financial professional, with opportunity to ask questions, and that I make this purchase with a full understanding of the material features, benefits and terms of the Contract; and
6. I understand that the Company offers several different types of fixed annuity contracts to meet the diverse needs of applicants. I further understand that other contracts available may provide different features and benefits offered with different rates and/or charges. When working with my financial professional to determine the best product to meet my needs, I have considered among other things, whether the features and benefits of this annuity contract and the related rates and charges provide the most appropriate package to help me meet my retirement savings goals.

OWNER'S NAME (Please Print)

OWNER'S SIGNATURE

DATE

JOINT OWNER'S NAME, IF ANY (Please Print)

JOINT OWNER'S SIGNATURE, IF ANY

DATE

Financial Professional Certification: I have provided accurate information to the Owner(s) regarding this annuity.

My recommendation: (a) was made with care, skill, and diligence that a person acting in a like capacity and familiar with such matters would use under the prevailing circumstances, if required under relevant state law; and (b) was not influenced by any compensation or incentives I would receive as a result of this annuity sale.

FINANCIAL PROFESSIONAL'S NAME (Please Print)

FINANCIAL PROFESSIONAL'S SIGNATURE

The United States Life Insurance Company in the City of New York (USL)

Address mail to:
Annuity Service Center

Regular Mail
PO Box 871
Amarillo TX 79105-0871

Overnight Mail
1050 N Western St
Amarillo TX 79106-7011

Phone: 800-424-4990

Fax: 806-342-1703

Website: corebridgefinancial.com

Email: annuityservice@corebridgefinancial.com

New York Regulation 187
Suitability and Best Interests in Life Insurance and Annuity Transactions
Agent Certification

Acknowledgements

By signing below, I certify:

- I have reviewed the owner's financial situation and needs, including the financial resources used for the funding of the policy and the owner's financial time horizon, including duration of existing liabilities and obligations, and have determined that the owner has the financial ability to meet the financial commitments under the policy.
- It is my reasonable belief that based on the information the owner provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for, based on my recommendation, meets the owner(s)' insurance needs and/or financial objectives.
- I have informed the owner of various features of the policy and potential consequences of the sales transaction, both advantages and disadvantages, and the basis of the recommendation. I represent that I have delivered the appropriate product prospectuses and any supplements for the variable annuity, or the Owner Acknowledgement and Disclosure Statement, and other related materials such as the compensation information regarding the manner in which I am compensated for the sale and servicing of this product, and have used only current, carrier-approved sales material.
- My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the circumstances prevailing.
- I understand that I must act in the best interest of the owner. I only considered the interests of the owner when making the recommendation to purchase this annuity. I may receive a commission from, or have another financial interest in, the recommended transaction. However, my recommendation is based solely on the owner's financial interests.

Contract Number, if available _____

Applicant's Name and SSN _____

Agent's Signature _____

Agent's Name (*print*) _____

Agent's ID Number _____

Firm Name, if applicable _____

Client Profile Form – New York Solicitations Only

Instructions:

- Complete this form if the contract owner is an individual or a revocable trust.
- This form should be completed using the contract owner’s information. If the contract owner is a revocable trust, use the trust grantor’s information.
- If the contract owner is a non-natural entity, other than a revocable trust, complete Client Profile Form UA1005CPT.
- Check that all questions are answered completely and accurately.
- This form must be completed, signed and dated in order to consider your application.
- Corrections or updates to information on this form must be initialed by the client.

Incomplete forms will delay processing. Do not leave any questions blank. All responses must be legible.

If any information provided changes before the contract is issued, you must provide notice to USL. A change in information may require an explanation and further review. You may be asked to verify the accuracy of the information on this form. **Please be aware USL may decline to issue an annuity contract based on the suitability information provided on this form.**

Section I – Owner Information

1a. Owner Name		1b. Owner Date of Birth	
2a. Joint Owner Name		2b. Joint Owner Date of Birth	
3. Please indicate your experience level with financial, insurance, or investment products: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Moderate <input type="checkbox"/> Extensive			
4. What is your risk tolerance with respect to the purchase of <u>this annuity</u> ? (check one) <input type="checkbox"/> Conservative <i>I prefer little to no market risk.</i> <input type="checkbox"/> Moderate <i>I am willing to accept some market risk to achieve higher returns.</i> <input type="checkbox"/> Aggressive <i>I am willing to accept maximum market risk to achieve maximum returns.</i>		5. What are your financial goals for purchasing <u>this annuity</u> ? (check all that apply) <input type="checkbox"/> Guaranteed Income <input type="checkbox"/> Education Financing <input type="checkbox"/> Safety of Principal <input type="checkbox"/> Death Benefit/Estate Planning <input type="checkbox"/> Tax Deferral <input type="checkbox"/> Other _____ <input type="checkbox"/> Asset Growth _____	
6. How long do you anticipate holding this annuity? <input type="checkbox"/> Less than 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> Longer than 10 years			
7. Do you anticipate taking any withdrawals prior to age 59½? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Over 59 ½) <i>(If yes, please explain)</i> _____			
8. Do you anticipate accessing <u>more than</u> the penalty-free amount in any year during the annuity’s surrender charge period? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Single Premium Immediate Annuity (SPIA) or Deferred Income Annuity (DIA)) <i>(If yes, please explain)</i> _____			
9. Do you have any existing life insurance or annuity contracts that were sold to you by the same agent that has recommended this sale? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Section II – Complete for SPIA or DIA Only

10. Are you selecting the “Lifetime Income Only” payout option? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Fixed or Index Annuity) Note: <i>If yes, no further income payment will be made and this contract will terminate at the death of the annuitant(s).</i>
11. Are you aware that the income annuity being purchased permanently converts your premium to a guaranteed stream of payments and your access to the premium used to purchase the annuity will be restricted? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Fixed or Index Annuity)

Section III – Financial Information

<p>12. What is your total <u>annual</u> household gross income?</p> <p style="text-align: right;">\$ _____ (annual amount)</p>	<p>13. Please identify the source(s) of your household income. (check all that apply)</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Employment/Self Employment</td> <td><input type="checkbox"/> Social Security</td> </tr> <tr> <td><input type="checkbox"/> Pension/Retirement Benefits</td> <td><input type="checkbox"/> Annuity</td> </tr> <tr> <td><input type="checkbox"/> Investments</td> <td><input type="checkbox"/> Reverse Mortgage</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Other _____</td> </tr> </table>	<input type="checkbox"/> Employment/Self Employment	<input type="checkbox"/> Social Security	<input type="checkbox"/> Pension/Retirement Benefits	<input type="checkbox"/> Annuity	<input type="checkbox"/> Investments	<input type="checkbox"/> Reverse Mortgage	<input type="checkbox"/> Other _____																													
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<p>14. What are your approximate <u>annual</u> household living expenses (include housing, insurance, food, healthcare, taxes, etc.)?</p> <p style="text-align: right;">\$ _____ (annual amount)</p>	<p>15. What is your federal income tax bracket?</p> <p><input type="checkbox"/> Less than 15%</p> <p><input type="checkbox"/> 15-28%</p> <p><input type="checkbox"/> Greater than 28%</p>																																				
<p>16. After the purchase of this annuity, will you have sufficient cash or other sources of income available for emergencies?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>																																					
<p>17. Source of funds for this annuity:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Savings/Checking/Money Market</td> <td><input type="checkbox"/> Certificate of Deposit (CD)</td> <td><input type="checkbox"/> Home Equity Loan</td> </tr> <tr> <td><input type="checkbox"/> Annuity (Page 3 Required)</td> <td><input type="checkbox"/> Stocks/Bonds/Mutual Funds</td> <td><input type="checkbox"/> Reverse Mortgage</td> </tr> <tr> <td><input type="checkbox"/> Life Insurance (Page 3 Required)</td> <td><input type="checkbox"/> Employer Retirement Plan (401(k), 403(b), Pension, etc.)</td> <td><input type="checkbox"/> Other _____</td> </tr> </table>		<input type="checkbox"/> Savings/Checking/Money Market	<input type="checkbox"/> Certificate of Deposit (CD)	<input type="checkbox"/> Home Equity Loan	<input type="checkbox"/> Annuity (Page 3 Required)	<input type="checkbox"/> Stocks/Bonds/Mutual Funds	<input type="checkbox"/> Reverse Mortgage	<input type="checkbox"/> Life Insurance (Page 3 Required)	<input type="checkbox"/> Employer Retirement Plan (401(k), 403(b), Pension, etc.)	<input type="checkbox"/> Other _____																											
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<p>18. Complete the Asset Inventory below: Please provide the total value for each asset type below for the household, after the purchase of this annuity. If you do not own a specific asset type, please complete with \$0. All asset(s) below left blank will be assumed to have a value of \$0.</p> <p>Expected Premium Amount for this Annuity: _____ (Exclude Premium Amount from the grid below)</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">Non-Qualified Asset Types</th> <th style="width: 25%;">Value</th> <th style="width: 25%;">Non-Qualified Asset Types</th> <th style="width: 25%;">Value</th> </tr> </thead> <tbody> <tr> <td>a. Cash/Checking/Savings/Money Market/CD</td> <td>\$ _____</td> <td>b. Real Estate Equity (excluding primary residence)</td> <td>\$ _____</td> </tr> <tr> <td>c. Stocks/Bonds</td> <td>\$ _____</td> <td>d. Life Insurance Cash Value</td> <td>\$ _____</td> </tr> <tr> <td>e. Non-Qualified Mutual Funds (exclude Class B funds subject to deferred sales charges)</td> <td>\$ _____</td> <td>f. Non-Qualified Class B Mutual Funds (subject to deferred sales charges)</td> <td>\$ _____</td> </tr> <tr> <td>g. Non-Qualified Annuities subject to surrender penalties</td> <td>\$ _____</td> <td>h. Non-Qualified Annuities <u>not</u> subject to surrender penalties</td> <td>\$ _____</td> </tr> <tr> <th>Qualified Asset Types</th> <th>Value</th> <th>Qualified Asset Types</th> <th>Value</th> </tr> <tr> <td>i. Qualified Mutual Funds (exclude Class B funds subject to deferred sales charges)</td> <td>\$ _____</td> <td>j. Class B Qualified Mutual Funds (subject to deferred sales charges)</td> <td>\$ _____</td> </tr> <tr> <td>k. Qualified Annuities subject to surrender penalties</td> <td>\$ _____</td> <td>l. Qualified Annuities <u>not</u> subject to surrender penalties</td> <td>\$ _____</td> </tr> <tr> <td>m. Other Qualified Plans (401(k), 403(b), 457, Pension, IRAs, etc.)</td> <td>\$ _____</td> <td></td> <td></td> </tr> </tbody> </table>		Non-Qualified Asset Types	Value	Non-Qualified Asset Types	Value	a. Cash/Checking/Savings/Money Market/CD	\$ _____	b. Real Estate Equity (excluding primary residence)	\$ _____	c. Stocks/Bonds	\$ _____	d. Life Insurance Cash Value	\$ _____	e. Non-Qualified Mutual Funds (exclude Class B funds subject to deferred sales charges)	\$ _____	f. Non-Qualified Class B Mutual Funds (subject to deferred sales charges)	\$ _____	g. Non-Qualified Annuities subject to surrender penalties	\$ _____	h. Non-Qualified Annuities <u>not</u> subject to surrender penalties	\$ _____	Qualified Asset Types	Value	Qualified Asset Types	Value	i. Qualified Mutual Funds (exclude Class B funds subject to deferred sales charges)	\$ _____	j. Class B Qualified Mutual Funds (subject to deferred sales charges)	\$ _____	k. Qualified Annuities subject to surrender penalties	\$ _____	l. Qualified Annuities <u>not</u> subject to surrender penalties	\$ _____	m. Other Qualified Plans (401(k), 403(b), 457, Pension, IRAs, etc.)	\$ _____		
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<p>19. Will the purchase of this annuity prevent you from meeting any financial liabilities and/or obligations (including mortgage loans, auto loans, credit card debt, insurance premiums, etc.)?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(If yes, please explain) _____</p>																																					
<p>20. Are you purchasing this annuity in order to qualify, 'spend down' or become eligible for any needs-based governmental benefit program, such as Medicaid or a veteran's benefit (exclude Social Security and Medicare)?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(If yes, please explain) _____</p> <p>Note: USL annuity products are not designed with the intent of satisfying the requirements of 'spend down' strategies typically associated with qualifying for needs-based governmental benefit programs, such as Medicaid or veteran's benefits.</p>																																					
<p>21. Do you expect significant changes in your financial situation or needs, annual income, existing assets, liquidity needs, liquid net worth or tax status during the surrender charge period?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(If yes, please indicate whether any of the financial information provided above will be impacted.) _____</p>																																					

Section IV – Replacement Information

22. Will the purchase of this annuity result in a replacement of an existing annuity contract or life insurance policy?
 Yes No (If no, skip questions 23-25)
Note: USL does not accept deferred annuity to single premium immediate annuity (SPIA) or deferred income annuity (DIA) replacements.

23. Please indicate the type of replacement taking place:
 Annuity to Annuity (**complete the table below**) Life Insurance to Annuity (skip the table below)

24. Excluding this replacement, have you had any other annuity exchange or replacement within the past 36 months?
 Yes No

COMPLETE TABLE IF THIS IS AN ANNUITY-TO-ANNUITY REPLACEMENT ONLY

Please complete this section in its entirety. If requested information is unknown, contact your existing annuity company. If information is not applicable, fill in "not applicable" or "N/A".

If replacing more than one contract, completely fill in the information for each replacement. If replacing more than two contracts, complete additional charts. The owner(s) and agent(s) should sign and date the additional paperwork.

Please Note: In addition to the replacement information provided below, USL will utilize the information provided on the completed Regulation 60 Disclosure Form to evaluate the suitability of the replacement.

Existing Annuity Contract Information		Existing Contract #1	Existing Contract #2
a.	Company Name		
b.	Contract Number		
c.	Annuity Type (Fixed, Index or Variable)		
d.	Contract Issue Date		
e.	Current Contract Value	\$ _____	\$ _____
f.	Death Benefit Value	\$ _____	\$ _____
g.	Actual or Estimated Amount Being Transferred to USL	\$ _____	\$ _____
h.	Surrender Charge or Penalty Assessed on Amount Being Transferred	\$ _____	\$ _____
i.	Market Value Adjustment (MVA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
j.	Estimated MVA amount that will apply (if none, list \$0). Indicate if the MVA amount will be added (+) to or subtracted (-) from the amount being transferred as listed above.	\$ _____	\$ _____
k.	Living Benefit or Income rider? (GLWB, GMWB, GMIB, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
l.	Fixed Annuity Interest Rates (Include Fixed Account where applicable for Variable and Index Annuities)	Current: _____% Minimum: _____%	Current: _____% Minimum: _____%
m.	Same selling agent on existing contract and new contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

25. Reasons for Replacement: Please check the factors that support the reason for replacing the existing annuity and provide specific details to support the rationale for the replacement below.

Higher Income Higher Interest Rates Index Crediting Strategies Safety of Principal Reduce Market Risk
 Income Features Consolidation Growth Potential Reducing Fees Diversification
 Higher Death Benefit Value Other (please specify): _____

Section V – Agent Acknowledgement and Disclosures

<p>26. Did you inform the client about the applicable features and the potential consequences of the sales transaction, both favorable and unfavorable, including but not limited to the following?</p> <table border="0"> <tr> <td>a. Surrender period and surrender charge</td> <td>h. Limitations on interest returns</td> </tr> <tr> <td>b. Index crediting features</td> <td>i. Potential charges for and features of riders</td> </tr> <tr> <td>c. Availability of cash value</td> <td>j. Guaranteed interest rates</td> </tr> <tr> <td>d. Riders and rider fees</td> <td>k. Potential tax implications associated with various transactions</td> </tr> <tr> <td>e. Investment advisory fees</td> <td>l. Any differences in fee-based and commission-based versions of the policy</td> </tr> <tr> <td>f. Non-guaranteed elements</td> <td></td> </tr> <tr> <td>g. Policy exclusion or restrictions</td> <td></td> </tr> </table>	a. Surrender period and surrender charge	h. Limitations on interest returns	b. Index crediting features	i. Potential charges for and features of riders	c. Availability of cash value	j. Guaranteed interest rates	d. Riders and rider fees	k. Potential tax implications associated with various transactions	e. Investment advisory fees	l. Any differences in fee-based and commission-based versions of the policy	f. Non-guaranteed elements		g. Policy exclusion or restrictions		<input type="checkbox"/> Yes <input type="checkbox"/> No
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f. Non-guaranteed elements															
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<p>27. If this purchase will result in a replacement of an existing life insurance or annuity policy, have you determined that the replacement will result in a benefit to the client over the life of the new product, especially considering the following?</p> <table border="0"> <tr> <td>a. Increases or decreases in premium or fees</td> <td>g. Commencement of new surrender period</td> </tr> <tr> <td>b. Changes in coverage duration</td> <td>h. Addition or loss of existing benefits (such as death, living and/or other contractual benefits)</td> </tr> <tr> <td>c. Changes to death benefit</td> <td>i. Be subject to increased fees, investment advisory fees, premium loads or charges for riders and similar product enhancements</td> </tr> <tr> <td>d. Changes to income amount</td> <td>j. The completed Regulation 60 Disclosure paperwork</td> </tr> <tr> <td>e. Potential surrender charges</td> <td></td> </tr> <tr> <td>f. Potential tax implications associated with various transactions</td> <td></td> </tr> </table>	a. Increases or decreases in premium or fees	g. Commencement of new surrender period	b. Changes in coverage duration	h. Addition or loss of existing benefits (such as death, living and/or other contractual benefits)	c. Changes to death benefit	i. Be subject to increased fees, investment advisory fees, premium loads or charges for riders and similar product enhancements	d. Changes to income amount	j. The completed Regulation 60 Disclosure paperwork	e. Potential surrender charges		f. Potential tax implications associated with various transactions		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Not a Replacement, skip question 28 below)		
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f. Potential tax implications associated with various transactions															
<p>28. For Replacements Only: Other than potential reduction of liquidity, explain whether any features or benefits of the existing life insurance or annuity policy will be lost or reduced upon the issuance of the new annuity. For example, consider the items below:</p> <ul style="list-style-type: none"> • Income available to the client (including annuitization), or guaranteed interest rates (GMIR) • Impact to features such as living benefit, living benefit base value, death benefit, death benefit base values, other riders, etc. 															
<p>29. Before recommending this annuity, did you disclose to the client the limitations, if any, you have on the types of financial products you can offer?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No														
<p>30. Did you provide the required compensation disclosures to the client?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No														
<p>31. Basis of Recommendation: Answer the following questions related to the basis for your recommendation. Be sure to include client-specific and product-specific information that supports your explanation. If more space is needed, a separate page can be used. If a separate page is used, the client should initial the additional explanation page(s).</p> <p>a. Explain the reasons for recommending this product, including how the client intends to use the new annuity contract.</p> <p>b. Explain why the current account or investment cannot meet the applicant's goals/objectives. If the client is replacing an existing life insurance or annuity policy, provide specific details about the comparison of the two products (For example, include interest rate comparison, income amount or income potential comparison, etc.). This should support the reasons for recommending listed above.</p>															
<p>32. Did you utilize financial analysis software or an annuity product evaluation tool to assist with your recommendation of this annuity?</p> <p><i>If yes, did you utilize commercial software, proprietary software, or another strategy to determine the product was in the client's best interest?</i></p> <p><input type="checkbox"/> Commercial Software <input type="checkbox"/> Proprietary Software <input type="checkbox"/> Other</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No														

Section V – Agent Acknowledgement and Disclosures (Continued)

By signing this form, I acknowledge the following:	
<ul style="list-style-type: none"> To the best of my knowledge and belief, the information on the form is true, complete and was obtained prior to the purchase of the annuity. My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the prevailing circumstances. In my professional opinion, the recommended annuity is suitable and in the client's best interest. My recommendation was not influenced by any compensation or incentives I would receive as a result of this annuity sale. Upon request, I will provide USL with supporting documentation regarding the basis of my recommendation as well as any applicable disclosures, including the compensation disclosure. 	
Agent's Signature	Agent's Signature Date
Broker/Dealer, Firm, or Affiliation Name	

Section VI – Client Acknowledgement and Disclosures

33. Has your agent informed you about the applicable features of the annuity, as well as any advantages and disadvantages of the recommendation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
34. If this purchase will result in a replacement of an existing life insurance or annuity policy, has your advisor explained the advantages and disadvantages of replacing the existing product with this annuity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Not a Replacement)
35. Do you understand and are you willing to accept the "non-guaranteed" elements described below for the annuity you are purchasing? For Fixed Annuity Only: Your initial interest rate is only guaranteed for an initial guaranteed rate period, after which a renewal rate will be declared on an annual basis, subject to minimum guarantees. For Fixed Index Annuity Only: The initial interest rates, rate caps, and participation rates are not guaranteed for the life of the contract, and renewal rates will be declared on an annual basis after the initial period, subject to minimum and maximum guarantees.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (SPIA/DIA)
36. Has your agent informed you of how he/she gets compensated and/or is incentivized for selling you this annuity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
By signing this form, I acknowledge the following:	
<ul style="list-style-type: none"> To the best of my knowledge and belief, the information I provided to my agent and shown above is true, complete and was obtained prior to my signature below and the purchase of this annuity. I understand that my failure to provide true and complete information may affect the ability of my agent and USL to determine the suitability of the product being applied for and may limit the protection provided by regulations regarding suitability of the annuity being purchased. I believe the annuity being applied for is suitable and in my best interest according to my financial needs and objectives. I was provided the basis of the recommendation from my agent (summary provided on the previous page). For Fixed Index Annuities and Fixed Annuities Only: I understand that withdrawals of contract values during the withdrawal charge period will be subject to a surrender charge if they exceed penalty-free withdrawal amounts. For Single Premium Immediate Annuity (SPIA) or Deferred Income Annuity (DIA) Only: I understand that, with limited exceptions, I am permanently converting my premium into an income stream. 	
Owner's Signature	Owner's Signature Date
Joint Owner's Signature	Joint Owner's Signature Date



Rate lock policy

American Pathway[®] fixed and income annuities – All states

IMPORTANT NOTE

Below are the rate lock *guidelines* for traditional fixed and income annuities. Specific Transition Rules will accompany each interest rate change. If In Good Order (IGO) paperwork is not received by the end date of the specified transition period, the rate lock policy will not apply and the contract will be issued with interest rates active as of the Contract Effective¹ date.

Fixed Annuities

Interest rate refers to the credited rate applied during the initial interest rate guarantee term.

For cash with application

If the Contract Effective date is within 14 calendar days from the application signed date the credited interest rate will be the “better of” rate in effect on:

- The date the application is signed or
- The Contract Effective date

If the Contract Effective date is NOT within 14 calendar days from the application signed date:

- The credited interest rate will be the rate in effect as of the Contract Effective date

For 1035 exchange or trustee transfer

If the Contract Effective date is within 60 calendar days (75 in New York) from the application signed date, the credited interest rate will be the “better of” rate in effect on:

- The date the application is signed or
- The Contract Effective date

If the contact is NOT issued within 60 calendar days (75 in New York) from the application signed date²:

- The credited interest rate will be the rate in effect as of the Contract Effective date.

Annuities issued by **American General Life Insurance Company (AGL)** and **The United States Life Insurance Company in the City of New York (US Life)**

Guarantees are backed by the claims-paying ability of the issuing insurance company.

Not FDIC or NCUA/NCUSIF Insured

May Lose Value • No Bank or Credit Union Guarantee
Not a Deposit • Not Insured by any Federal Government Agency

Income Annuities

(Single premium immediate and deferred income)

Actual calculated income payment amount on the Contract Effective date may differ from the quote submitted if:

- Age and gender of annuitant(s) change
- Premium amount differs from quote
- Selected payout option, payment frequency, state of residence, income start date changes

Please note: Payout option includes election of reduction in survivor benefit for joint life option. Income start date must be on or after Contract Effective date.

If there is any change in the parameters listed above, the quote is no longer valid and the contract may be issued with an income payment amount higher or lower than what is illustrated. The contract will be issued based on the factors listed in the application and the underlying locked payout rate.

For cash with application

New business forms (with valid quote) received IGO by the quote expiration date will be guaranteed based on the valid illustrated quote amounts.

If the Contract Effective date is **NOT** within 14 calendar days from the quote date:

- Income payment amount will be calculated based on the payout rate in effect as of the Contract Effective date

For 1035 exchange or trustee transfer

A valid quote, signed application, exchange / transfer form and 60-calendar day (75-day in New York) Payout Rate Lock Authorization form must be received IGO on or before the quote expiration date.

If the Contract Effective date is within the required 60-calendar day (75-day in New York) from the application signed date and:

- **YES** is selected on the Payout Rate Lock Authorization form, the valid illustrated quote amounts are guaranteed (regardless if payout rates are higher or lower on the Contract Effective date.
- **NO** is selected on the Payout Rate Lock Authorization form, the income payment amount will be calculated based on the payout rate in effect as of the Contract Effective date.

If the Contract Effective date is **NOT** within the required calendar days from the application signed date²:

- Income payment amount will be calculated based on the payout rate in effect as of the Contract Effective date

¹ Contract Effective date is defined as the latter of the IGO date of the contract or the receipt of funds.

² For Regulation 60, the 75-calendar day rate lock begins on the application signature date (1-Step) or the Definition of Replacement signature date (2-Step).

Annuities are long-term products designed for retirement.

Retirement accounts such as IRAs can be tax deferred regardless of whether or not they are funded with an annuity. The purchase of an annuity within an IRA does not provide additional tax-deferred treatment of earnings. However, annuities do provide other features and benefits.

Withdrawals may be subject to federal and/or state income taxes. A 10% federal early withdrawal tax penalty may apply if taken before age 59½ in addition to ordinary income tax. Partial withdrawals may reduce benefits and contract value.

This material is general in nature, was developed for educational use only, and is not intended to provide financial, legal, fiduciary, accounting or tax advice, nor is it intended to make any recommendations. Applicable laws and regulations are complex and subject to change. Please consult with your financial professional regarding your situation. For legal, accounting or tax advice consult the appropriate professional.

Annuities issued by **American General Life Insurance Company (AGL)**, Houston, TX., except in New York where issued by **The United States Life Insurance Company in the City of New York (US Life)**. Issuing companies AGL and US Life are responsible for financial obligations of insurance products and are members of American International Group, Inc. (AIG). Guarantees are backed by the claims-paying ability of the issuing insurance company. AGL does not issue products in the state of New York.

May not be available in all states and product features may vary by state. Please refer to the contract.

aig.com/annuities

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AC 356 (05/2021) J620102

FOR FINANCIAL PROFESSIONAL USE ONLY. NOT FOR PUBLIC DISTRIBUTION.

We see the future in you.SM — 



Please read the following before proceeding:

US Life does not accept sales of income annuities in New York that are funded by replacements of deferred annuity contracts or life insurance policies. This includes the American Pathway Immediate Annuity (SPIA) and the American Pathway Deferred Income Annuity (DIA). Sales of these products in New York will only be accepted when a replacement is not involved.

This does not impact our AGL (non-New York) product portfolio or any other products currently offered by our company in the state of New York.

Note: All New Business submissions should complete the following Definition of Replacement (DOR) form.

The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871
Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

STATE OF NEW YORK
ADDITIONAL
COMPENSATION
DISCLOSURE

Contract No. _____

The following disclosure is provided pursuant to Section 30.3 of New York Comp. Codes R. & Reg., tit. 11, Pt. 30 (Regulation 194):

_____ (“the producer”) is an insurance producer licensed by the State of New York and employed by a selling firm. Typically, the producer receives a portion of the compensation The United States Life Insurance Company in the City of New York pays to the producer’s selling firm, pursuant to a separate agreement between the selling firm and the producer and their internal compensation program. The United States Life Insurance Company in the City of New York is not involved in determining the amount of compensation that a producer receives from the selling firm.

The producer compensation in the form of commission is based on the amount of annuity contributions made by you and the commission rate established in the producer’s contract with his/her selling firm. The amount of commission paid to the producer is not deducted from your annuity contributions. The actual amount of commission is not known until your annuity contributions are received by The United States Life Insurance Company in the City of New York.

The producer has no material ownership interest in the issuer of your insurance contract, The United States Life Insurance Company in the City of New York or its parent or any of its subsidiaries or affiliates.

The United States Life Insurance Company in the City of New York, its parent, subsidiaries or affiliates do not have material ownership in the producer.

If alternative quotes were obtained with respect to the insurance contract, such information concerning coverage, premium and compensation is set forth herein or noted as not applicable:

_____.

The producer is prohibited by law from altering the amount of compensation received based in whole or in part on the sale.

- I expect to receive _____% of the total annuity contributions as compensation. (If unknown, provide reasonable estimate.)
- I expect to receive an amount equal to \$_____ as compensation. (If unknown, provide reasonable estimate.)

Insurance Producer Name (Print)

Insurance Producer (Signature)

Date

I ACKNOWLEDGE THAT I RECEIVED THIS DISCLOSURE FORM.

Client Name (Print)

Client (Signature)

Date

The United States Life Insurance Company in the City of New York

REQUEST TO TRANSFER FUNDS

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

1. PERSONAL INFORMATION	
Owner: _____ Annuitant (if different from owner): _____ Address: _____ City/State/Zip: _____	Joint Owner: _____ Social Security Number: _____ Phone: _____
2. CONTRACT/CERTIFICATE	
Account Number _____ The above contract(s) is <input type="checkbox"/> enclosed <input type="checkbox"/> misplaced	Company _____ Address _____ Phone _____
3. TYPE OF WITHDRAWAL	
<input type="checkbox"/> Total withdrawal <input type="checkbox"/> Partial Withdrawal _____ FROM <input type="checkbox"/> Annuities <input type="checkbox"/> Life Insurance	
4. SOURCE OF TRANSFER (For Direct Rollovers, use form number USL 175)	
TYPE OF TRANSFER	
<input type="checkbox"/> Trustee-to-Trustee Transfer <input type="checkbox"/> IRA/SEP <input type="checkbox"/> Roth IRA <input type="checkbox"/> Other _____ <input type="checkbox"/> Liquidate on maturity date of _____ (Before the maturity date, I understand there may be a penalty.) <input type="checkbox"/> Immediately	<input type="checkbox"/> Non-Qualified Funds (Non-Insurance) <input type="checkbox"/> Certificate of Deposit: <input type="checkbox"/> Before the maturity date, I understand there may be a penalty <input type="checkbox"/> On the maturity date of _____ <input type="checkbox"/> Mutual Fund / Money Market
Participants who are age 70 1/2 or older may be required to take a required minimum distribution prior to completing this transaction, if this a complete transfer.	
<input type="checkbox"/> IRC Section 1035(a) Non-Taxable Exchange of Non-Qualified Funds (For partial exchanges, use form USL 163)	
ABSOLUTE ASSIGNMENT	
I do absolutely assign and transfer the above identified life/annuity contract to The United States Life Insurance Company in the City of New York (US LIFE), its successors and/or assigns, along with any and all claims, options, privileges, rights, title, and interest therein, and subject to all conditions of such contract as consideration and in exchange for an annuity contract to be issued by US LIFE in conformance with section 1035 of the Internal Revenue Code. All power, election, appointments, options or rights exercisable by me as owner of the contract (including the right to surrender this contract) are now exercisable by US LIFE, subject to acceptance by the issuing company.	
The contract I am assigning is not subject to any prior assignment. It is not subject to proceedings in bankruptcy, federal tax levy, collection proceedings or any other legal action. There is no outstanding loan on the contract.	
No coverage takes effect with US LIFE because of this assignment or any application for an US LIFE contract. The contract issued by US LIFE will be deemed to be issued in exchange for the contract listed above when the proceeds of such contract are received by US LIFE and applied to its contract. If a claim should arise before payment of the surrender value in full is received by US LIFE, the undersigned understands no insurance has taken effect with US LIFE and the undersigned agrees to look solely to the insurer of the contract number noted above for relief. For ALL 1035 Exchanges, please provide the cost basis information for the current contract.	
5. SIGNATURES	
I understand and agree that if I establish more than one non-qualified annuity contract with The United States Life Insurance Company in the City of New York (US LIFE) in the same calendar year, US LIFE will be required to treat all such contracts as a single contract for tax purposes. Such contracts are referred to as "serial contracts." I understand and agree that this means that because serial contracts are treated as one contract, all interest must be withdrawn and taxes paid on each contract in succession before any withdrawals of principal are allowed. I also understand and agree that an exchange of one non-qualified annuity contract for multiple non-qualified annuity contracts issued by more than one insurance company may not qualify for treatment as a nontaxable Section 1035 exchange of contracts. I hereby authorize US LIFE to rely upon the information provided by the current insurer, trustee, or custodian, and to assume, in the absence of such information, that more restrictive and/or less beneficial tax rules apply to the amounts transferred.	
I request that the above referenced contract be liquidated and transferred to The United States Life Insurance Company in the City of New York. I am aware of any penalties or surrender charges that will result from this liquidation by the previous company. I am further aware that any tax consequences of this transaction are solely my own and that I may wish to consult my tax advisor.	
Contract Owner: _____ Joint Owner: _____ Spouse/Irrevocable Beneficiary (if any) _____ Witness to all signatures: _____	Date: _____ Date: _____ Date: _____ Date: _____
6. ACCEPTANCE	
For transfers of tax-qualified funds, the new contract must meet the same Internal Revenue Code requirements as the existing contract. On the above authorization and/or assignment, please liquidate the above assets.	
Assets will be accepted in new contract # _____ or existing contract # _____	
Make check(s) payable and mail to: The United States Life Insurance Company in the City of New York FBO: _____ SSN: _____ P.O. Box 650545, Dept. USL Dallas, Texas 75265-0545	Or if IRA Transfer The United States Life Insurance Company in the City of New York FBO: _____ _____ _____
By: _____ Date: _____ US Life Insurance Company Representative/Title	

Prohibited Transaction Exemption (PTE) 84-24 Disclosure and Acknowledgement Form

Copies of this Form are to be retained by the contract owner and agent and should **not** be submitted with the application to the insurance company.

This disclosure and acknowledgement form ("*Form*") provides important information for you to consider prior to making the purchase of an annuity or other insurance product ("*Contract*") issued by American General Life Insurance Company or The United States Life Insurance Company in the City of New York, collectively the "Insurance Company" with funds from an IRA or other retirement plan subject to the Employment Retirement Security Act of 1974 (*ERISA*), as amended. The information provided in this Form is intended to satisfy the requirements and conditions of U.S. Department of Labor Prohibited Transaction Exemption 84-24 (*PTE 84-24*).

This Form describes:

- The nature of the relationship between the agent and the insurance company
- The sales commission the agent will receive in connection with your purchase of this Contract
- Certain charges and fees that may be imposed in connection with the purchase, holding, exchange, termination, or sale of the Contract

Name of Agent _____

Name of Proposed IRA Owner _____

Product Name ("*the Contract*") _____

Insurance Company (*select one*)

- American General Life Insurance Company
- The United States Life Insurance Company in the City of New York

Relationship of the Agent to the Insurance Company

The Agent can only sell annuity and insurance products which his/her license allows, and which are issued by an insurance company with whom they are authorized to sell. The Agent from whom you are purchasing this annuity Contract is independent of the issuing Insurance Company listed above and is under no contractual obligation to recommend or offer the above Insurance Company's annuity or insurance products. The Agent is licensed and appointed with a number of insurance companies and may recommend annuity contracts that are issued by the Insurance Company listed above, as well as other insurance companies. The Agent may not waive or modify any terms of the Contract.

Commissions Paid by the Insurance Company to the Agent

The Insurance Company will pay sales commissions to the Agent when you purchase this Contract. The commissions are paid by the Insurance Company and one hundred percent of your premium payment(s) will be credited to your Contract. If you purchase the Contract, the Insurance Company will pay the Agent a commission as follows:

_____ % of the gross annual premium received by the Insurance Company during the first year of the Contract; and

_____ % of the account value paid starting in year two (*if applicable*)

Charges

The Contract may include certain charges, fees, discounts, penalties, or adjustments imposed by the Insurance Company as the issuer of the Contract. These may include surrender charges, bonus recapture provisions, market value adjustments, or fees for optional annuity contract features available through a rider to the Contract. The charges and provisions applicable to this Contract are described in detail in the annuity disclosure statement also known as the Owners Acknowledgement that has been provided to you and signed by you in connection with your application to purchase this Contract. It is important that you understand the charges that may be imposed under the Contract you are purchasing. Please ask the Agent if you have any questions or would like additional information.

Acknowledgement of Disclosure/Approval

I acknowledge receipt of the information contained in this Form (*including the Agent's relationship to the issuing Insurance Company, the commission the Agent will receive in connection with the purchase of the Contract, and the charges and fees associated with this Contract*) and the annuity disclosure statement known as the Owner Acknowledgement referenced above. I acknowledge that I received this information prior to the purchase of the Contract. I approve the purchase of the Contract for funding contributions to the IRA. I understand that this Form is not a contract and does not create any enforceable obligations between me and the Agent, any applicable insurance agency, the Insurance Company, or any other party.

Applicant Signature

Date

Agent Certification/Acknowledgement

I certify and acknowledge that I have provided to the applicant all disclosures required in this Form and have satisfied the requirements of PTE 84-24. I certify that I have provided a copy of this Form to the applicant and have retained a copy for my records.

Agent Signature

Date

The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

New York Regulation 60 List of Sales Proposals and Materials

Instructions

1. Please print or type
2. Please complete the entire form and submit with the application package.

Applicant Information

Applicant's Name _____

Joint Applicant's Name _____

Sales Materials

The following US Life sales materials were used in the sale: (Please list the applicable product sales piece, form number and revision date. You do not need to submit copies of the sales material produced by US Life.)

<u>Sales Piece</u>	<u>Form Number</u>	<u>Revision Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Copies of the sales material used in the sale of the proposed annuity contract will be provided to the existing insurer upon request.

Agent's Signature

Agent's Name _____

New York License Number _____

Agent's Signature _____ Date _____

The United States Life Insurance Company in the City of New York

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Replacement Procedures for Firms Using Disclosure Statement after Application Process

For every application for a The United States Life Insurance Company in the City of New York (“US Life”) annuity:

- Complete the **Definition of Replacement** with the applicant to determine whether the transaction will involve replacement of an existing life insurance or annuity contract. Both you and the applicant must sign and date the **Definition of Replacement**, with a copy to be provided to the client.
 - If all questions are answered NO, the transaction does not involve a replacement and no additional replacement forms need to be completed. Submit the signed application and **Definition of Replacement** to US Life. You do not need to proceed with the steps below.
 - If any question is answered YES, a replacement has occurred or is likely to occur. Please proceed with the following steps.
- Obtain a list of all policies to be replaced from your client and include this information on US Life’s **Agent’s Request for Disclosure Information and Contract Owner’s Authorization** form. Obtain owner’s signature on the form.
- Have the applicant read and sign the Important Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts. Leave a signed copy with the applicant at the time of application.
- Submit an original copy of each of the following forms to US Life at the mailing address above:
 - **Definition of Replacement**
 - **Important Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts**
 - **Agent’s Request for Disclosure Statement Information and Contract Owner’s Authorization**
 - If you used Sales Material, provide a list of such material on **New York Regulation 60 List of Sales Proposals and Materials**
 - US Life Annuity Application (which includes a list of all policies being replaced)
 - Applicable transfer/exchange request form
 - Any other forms required by your agency or broker/dealer
- If the surrendering insurer does not provide the Disclosure Information to US Life within 20 days, we will contact you to obtain good faith approximations consistent with Regulation 60. *US Life will send you a **Disclosure Statement** completed with hypothetical values.*
- After the value information is returned to you by US Life on the **Disclosure Statement**, complete the Agent’s Statement section and sign the **Disclosure Statement**, and return the copy to US Life. Please keep the disclosure information provided to you by the replaced insurer and by US Life for your records. US Life will retain a copy as well. The completed Disclosure Statement signed by the agent must be received by the USL Home Office before the policy can be issued for delivery.
- Upon receipt of in good order Disclosure Statement, US Life will request transfer.
 - If Disclosure Statement is not in good order, the transfer and Letter of Acceptance will not be sent until deemed good order
- Copy of signed Disclosure Statement will be included in policy provided to policy owner.

The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS

THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY 11 NYCRR PART 51 (INSURANCE REGULATION 60)

YOU ARE CONTEMPLATING THE PURCHASE OF A LIFE INSURANCE POLICY OR ANNUITY CONTRACT IN CONNECTION WITH THE SURRENDER, LAPSE OR CHANGE OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. THE AGENT OR BROKER IS REQUIRED TO GIVE YOU THIS NOTICE. A SIGNED DISCLOSURE STATEMENT WILL ALSO BE PROVIDED TO YOU CONTAINING THE SUMMARY RESULT COMPARISON FOR THE NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT AND ANY LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO BE CHANGED THAT SETS FORTH THE FACTS OF THE TRANSACTION AND ITS ADVANTAGES AND DISADVANTAGES TO YOU. YOUR DECISION COULD BE A GOOD ONE – OR A MISTAKE – SO MAKE SURE YOU UNDERSTAND THE FACTS. YOU SHOULD:

1. CAREFULLY STUDY THE DISCLOSURE STATEMENT, WHICH INCLUDES A SUMMARY RESULT COMPARISON, UNTIL YOU ARE SURE YOU UNDERSTAND FULLY THE EFFECT OF THE TRANSACTION. **THE DISCLOSURE STATEMENT IS REQUIRED TO BE PROVIDED TO YOU NO LATER THAN UPON DELIVERY OF THE POLICY OR CONTRACT.**
2. ASK THE COMPANY, AGENT OR BROKER FROM WHOM YOU BOUGHT YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO REVIEW WITH YOU THE TRANSACTION. YOU MAY BE ABLE TO EFFECT THE CHANGES YOU DESIRE MORE ADVANTAGEOUSLY WITH THEM.
3. CONSULT YOUR TAX ADVISOR. THERE MAY BE UNFAVORABLE TAX IMPLICATIONS ASSOCIATED WITH THE CONTEMPLATED CHANGES TO YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

As a general rule, it is often not advantageous to drop or change existing coverage in favor of new coverage, whether issued by the same or a different insurance company. Some of the reasons it may be disadvantageous are:

1. The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
2. Since the initial costs of a life insurance policy are charged against the cash value increases in the earlier life insurance policy years, the replacement of an old life insurance policy by a new one results in the policyholder sustaining the burden of these costs twice. Annuity contracts usually contain provision for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.
3. The incontestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.
4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.

5. There may have been changes in your health since the purchase of the existing coverage.
6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.

YOU HAVE THE RIGHT, WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT, TO RETURN IT TO THE INSURER AND RECEIVE AN UNCONDITIONAL FULL REFUND OF ALL PREMIUMS OR CONSIDERATIONS PAID ON IT, OR IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, A PAYMENT OF THE CASH SURRENDER BENEFITS PROVIDED UNDER THE POLICY OR CONTRACT, PLUS THE AMOUNT OF ALL FEES AND OTHER CHARGES DEDUCTED FROM GROSS CONSIDERATIONS OR IMPOSED UNDER THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, AND MAY HAVE THE RIGHT TO REINSTATE OR RESTORE ANY LIFE INSURANCE POLICIES AND ANNUITY CONTRACTS THAT WERE SURRENDERED, LAPSED OR CHANGED IN THE TRANSACTION TO THEIR FORMER STATUS TO THE EXTENT POSSIBLE AND IN ACCORDANCE WITH THE INSURER'S PUBLISHED REINSTATEMENT RULES TO THE EXTENT SUCH RULES ARE NOT INCONSISTENT WITH THE PROVISIONS OF 11 NYCRR PART 51 (INSURANCE REGULATION 60).

IMPORTANT: THIS RIGHT SHOULD NOT BE VIEWED AS REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT TO THE SAME CONDITION AS IF IT HAD NEVER BEEN REPLACED. THERE MAY BE CONSEQUENCES IN REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT, INCLUDING BUT NOT LIMITED TO:

- THE RIGHT TO REINSTATE OR RESTORE YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT APPLIES ONLY TO COMPANIES SUBJECT TO NEW YORK INSURANCE LAWS;
- YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT IS SUBJECT TO YOUR SPECIFIC COMPANY'S REINSTATEMENT RULES, WHICH MAY VARY FROM COMPANY TO COMPANY. THESE RULES MAY REQUIRE PAYMENT OF BOTH PREMIUM AND INTEREST; HOWEVER, YOU WILL NOT BE SUBJECT TO EVIDENCE OF INSURABILITY, OR A NEW CONTESTABLE OR SUICIDE PERIOD;
- YOU MAY NOT RECEIVE THE INTEREST OR INVESTMENT PERFORMANCE DURING THE PERIOD THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT WAS REPLACED; AND
- THERE MAY BE UNFAVORABLE FEDERAL INCOME TAX CONSEQUENCES AS A RESULT OF THE REINSTATEMENT OF YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT.

IMPORTANT: IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, THE VALUE OF THE POLICY OR CONTRACT MAY INCREASE OR DECREASE DURING THE 60 DAY PERIOD DEPENDING ON THE PERFORMANCE OF THE UNDERLYING INVESTMENTS, WHICH MAY AFFECT THE VALUE OF THE REFUND YOU RECEIVE.

I HEREBY ACKNOWLEDGE THAT I READ THE ABOVE "IMPORTANT NOTICE" AND HAVE RECEIVED A COPY OF SAME.

Date: _____ Signature of Applicant: _____

Date: _____ Signature of Applicant: _____

The United States Life Insurance Company in the City of New York

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871

Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

Agent’s Request for Disclosure Statement Information and Contract Owner’s Authorization

- A. INSTRUCTIONS 1. DO NOT USE HIGHLIGHTER. 2. Please print or type. 3. Owner’s and agent’s signatures required on this form. 4. Send completed form to replacing insurer.

B. EXISTING CONTRACT INFORMATION

CONTRACT OWNER’S NAME LAST 4 DIGITS OF SSN
NAME OF EXISTING INSURER EXISTING CONTRACT/CONTRACT NUMBER
STREET ADDRESS OF EXISTING INSURER
CITY STATE ZIP CODE

C. PROPOSED US LIFE CONTRACT

PRODUCT NAME
[] Non Qualified or [] Qualified
[] Full or [] Partial Amount \$
(Partial 1035 Exchanges may be subject to pre-sale approval)

D. AGENT’S REQUEST FOR INFORMATION NECESSARY TO COMPLETE DISCLOSURE STATEMENT

As the agent on the proposed replacement contract, I hereby request the information necessary to complete the Department of Financial Services of the State of New York Disclosure Statement, for the above-referenced contract. Please send the information to me at the following address:

AGENT’S NAME BROKER-DEALER FIRM NAME
AGENT’S STREET ADDRESS
CITY STATE ZIP CODE
PHONE NUMBER FAX NUMBER
EMAIL ADDRESS NEW YORK LICENSE NUMBER
AGENT’S SIGNATURE DATE

**E. CONTRACT
OWNER'S
AUTHORIZATION
TO RELEASE**

INFORMATION NECESSARY TO COMPLETE DISCLOSURE

I may replace the above contract with a new **annuity** contract. Please accept this signed form as my **STATEMENT** authorization for you to release the information necessary to complete the required Disclosure Statement for the above -referenced contract. Please mail the information to: 1) the agent identified above; 2) the agent of record on my existing contract (if different than the agent listed above); 3) The United States Life Insurance Company in the City of New York, the proposed replacing insurer, whose mailing address is listed at the top of this form.

CONTRACT OWNER'S SIGNATURE

DATE

JOINT OWNER'S SIGNATURE (IF APPLICABLE)

DATE

Mailing Address: Annuity Service Center • P.O. Box 871 • Amarillo, TX 79105-0871
Overnight Mailing Address: Annuity Service Center • 1050 N. Western Street • Amarillo, TX 79106-7011

CUSTOMER INFORMATION

Contract owner / Plan Participant Name & Address

Current Insurer / Trustee / Custodian Name & Address

Four horizontal lines for entering contract owner information.

Four horizontal lines for entering insurer information.

Telephone Number: _____

Social Security/Tax ID No.: _____

Contract/Account No.: _____

I elect to receive an eligible distribution as a Direct Rollover as described below. (Complete items 1,2,3,4 and 5 or 6). Please read the information provided on page 2 prior to completing this form.

1. Current Retirement Plan

- Qualified Employer Plan - IRC Sec. 401(a), 401(k), 403(a)
Tax Sheltered Annuity - IRC Sec. 403(b)
Tax Sheltered Custodial Account - IRC Sec. 403(b)(7)
Individual Retirement Account or Annuity - IRC Sec. 408(a) or (b)
Governmental 457(b) Deferred Compensation Plan

2. Basis for Distribution

- Termination of Plan (Not applicable to a TSA)
Termination of Employment
Total Disability - IRC Sec. 72(m)(7)
Age 59 1/2 or Older
Qualified Domestic Relations Order
Other (Explain)

3. Type of Distribution

- Partial, % or \$
Total, full liquidation (Participants age 70 1/2 or older may be required to take a required minimum distribution prior to making a complete rollover.)

4. Direct Rollover to:

- Individual Retirement Annuity - IRC Sec. 408(b)
Simplified Employee Pension - IRC Sec. 408(k)

5. Rollover to an existing contract, number _____

6. Rollover to a new contract, application attached.

Date

Signature & SSN of Plan Participant or Contract Owner

ACCEPTANCE

On behalf of The United States Life Insurance Company in the City of New York, we agree to accept the Direct Rollover identified above. Further, the rollover proceeds will be applied to the following type of contract _____

Traditional IRA, SEP

Please make check(s) payable and mail to:

The United States Life Insurance Company in the City of New York

FBO: (participant)
P.O. Box 650545, Dept. USL
Dallas, Texas 75265-0545

SSN or Contract No.

Date

Authorized Officer and Title

LEGAL INFORMATION

The information in this notice applies to IRAs, Roth IRAs, and employer-sponsored plans, including tax-sheltered annuity arrangements and governmental 457 deferred compensation plans.

Direct Transfers

The accumulated value to be transferred may have been subject to sales and/or administration charges. The amount transferred will be subject to the terms of The United States Life Insurance Company in the City of New York contract. You are responsible for any taxes or penalties due should this transaction not comply with the applicable IRC provisions. Please consult with qualified tax counsel prior to electing this transaction.

Although the amount transferred is in general not subject to withholding requirements because it is not includible in your gross income for the year of transfer, if this transfer does not comply with applicable legal requirements, you may be responsible for estimated tax payments if you do not have enough federal income tax withheld from income.

Eligible Rollovers

Most withdrawals from tax-favored retirement plans are eligible for rollover either to an IRA or to another plan if the receiving plan accepts such rollovers. Some plans do not accept rollovers of certain types of distributions. Check with the administrator of that plan about whether the plan accepts rollovers and, if so, the types of distributions it accepts.

Rollovers by Beneficiary

Only spousal beneficiaries are allowed to roll over distributions to an IRA or another plan. The receiving plan must accept such rollovers. Non-spousal beneficiaries are not allowed to roll over distributions.

Direct Rollovers

Any amounts under your employer-sponsored plan that will not be subject to federal income tax when distributed may be rolled over directly to an employer-sponsored plan, if such plan accepts such rollovers, or to an IRA.

Rollovers may be subject to the plan restrictions of the receiving plan. The new plan restrictions may be different, or more or less restrictive, than the plan from which the amounts were rolled. Check with the administrator of the receiving plan prior to making your decision in order to clearly understand what restrictions may apply.

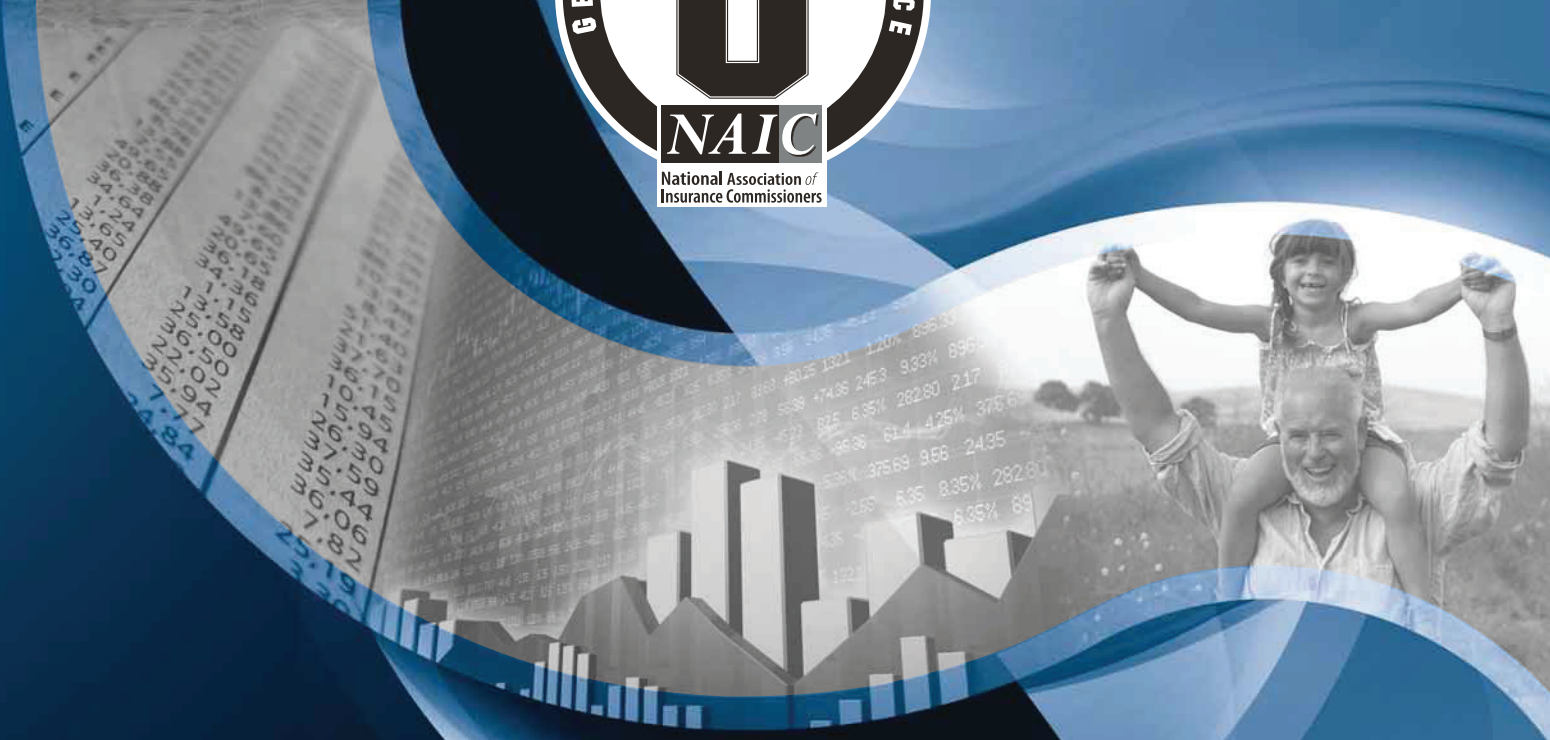
Distributions Paid Directly to You

If the distribution you are rolling over was paid directly to you, you may roll over any pre-tax amounts to another employer-sponsored plan or to an IRA within 60 days. Any distributions of after-tax contributions paid directly to you may not be rolled over to another employer-sponsored plan. However, they may be rolled over to an IRA within 60 days.

Amounts Not Eligible For Rollover

Some amounts not eligible for rollover include amounts paid to non-spousal beneficiaries, amounts paid from a non-qualified (after-tax) annuity that is not part of your employer's plan, financial hardship withdrawals, and amounts paid from certain deferred compensation plans. In addition, non-deductible (after-tax) IRA contributions are not eligible for rollover to an employer-sponsored plan.

Buyer's Guide for Deferred Annuities



Prepared by the

NAIC

National Association of Insurance Commissioners

The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy.

Reprinted by:

- American General Life Insurance Company
- The Variable Annuity Life Insurance Company
- The United States Life Insurance Company in the City of New York

NAIC Buyer's Guide for Deferred Annuities

It is important that you understand how annuities can be different from each other so you can choose the type of annuity that's best for you. The purpose of this Buyer's Guide is to help you do that. This Buyer's Guide is not meant to offer legal, financial, or tax advice. You may want to consult independent advisors that specialize in these areas.

This Buyer's Guide is about deferred annuities in general and some of their most common features. It is not about any particular annuity product. The annuity you select may have unique features this Guide doesn't describe. It is important for you to carefully read the material you are given or ask your annuity salesperson, especially if you are interested in a particular annuity or specific annuity features.

This Buyer's Guide includes questions you should ask the insurance company or the annuity salesperson (the agent, producer, broker, or advisor). Be sure you are satisfied with the answers before you buy an annuity.

Revised 2013

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What Is an Annuity?

An annuity is a contract with an insurance company. All annuities have one feature in common, and it makes annuities different from other financial products. *With an annuity, the insurance company promises to pay you income on a regular basis for a period of time you choose*—including the rest of your life.

When Annuities Start to Make Income Payments

Some annuities begin paying income to you soon after you buy it (an **immediate** annuity). Others begin at some later date you choose (a **deferred** annuity).

How Deferred Annuities Are Alike

There are ways that *most* deferred annuities are alike.

- They have an **accumulation** period and a **payout** period. During the accumulation period, the value of your annuity changes based on the type of annuity. During the payout period, the annuity makes income payments to you.
- They offer a basic death benefit. If you die during the accumulation period, a deferred annuity with a basic death benefit pays some or all of the annuity's value to your survivors (called beneficiaries) either in one payment or multiple payments over time. The amount is usually the greater of the annuity account value or the minimum guaranteed surrender value. If you die after you begin to receive income payments (**annuitize**), your chosen survivors may not receive anything *unless*: 1) your annuity guarantees to pay out at least as much as you paid into the annuity, or 2) you chose a payout option that continues to make payments after your death. For an extra cost, you may be able to choose enhanced death benefits that increase the value of the basic death benefit.

Sources of Information

Contract: The legal document between you and the insurance company that binds both of you to the terms of the agreement.

Disclosure: A document that describes the key features of your annuity, including what is guaranteed and what is not, and your annuity's fees and charges. If you buy a variable annuity, you will receive a prospectus that includes detailed information about investment objectives, risks, charges, and expenses.

Illustration: A personalized document that shows how your annuity features might work. Ask what is guaranteed and what is not and what assumptions were made to create the illustration.

- You usually have to pay a charge (called a **surrender** or **withdrawal charge**) if you take some or all of your money out too early (usually before a set time period ends). Some annuities may not charge if you withdraw small amounts (for example, 10% or less of the account value) each year.
- Any money your annuity earns is **tax deferred**. That means you will not pay income tax on earnings until you take them out of the annuity.
- You can add features (called **riders**) to many annuities, usually at an extra cost.
- An annuity salesperson must be licensed by your state insurance department. A person selling a variable annuity also must be registered with FINRA¹ as a representative of a broker/dealer that is a FINRA member. In some states, the state securities department also must license a person selling a variable annuity.

1. FINRA (Financial Industry Regulatory Authority) regulates the companies and salespeople who sell variable annuities.

- Insurance companies sell annuities. You want to buy from an insurance company that is financially sound. There are various ways you can research an insurance company's financial strength. You can visit the insurance company's website or ask your annuity salesperson for more information. You also can review an insurance company's rating from an independent rating agency. Four main firms currently rate insurance companies. They are A.M. Best Company, Standard and Poor's Corporation, Moody's Investors Service, and Fitch Ratings. Your insurance department may have more information about insurance companies. An easy way to find contact information for your insurance department is to visit www.naic.org and click on "States and Jurisdictions Map."
- Insurance companies usually pay the annuity salesperson after the sale, but the payment does not reduce the amount you pay into the annuity. You can ask your salesperson how they earn money from the sale.

How Deferred Annuities Are Different

There are differences among deferred annuities. Some of the differences are:

- Whether you pay for the annuity with one or more than one payment (called a **premium**).
- The types and amounts of the **fees, charges, and adjustments**. While almost all annuities have *some* fees and charges that could reduce your account value, the types and amounts can be different among annuities. *Read the Fees, Charges, and Adjustments section in this Buyer's Guide for more information.*
- Whether the annuity is a **fixed** annuity or a **variable** annuity. How the value of an annuity changes is different depending on whether the annuity is fixed or variable.

Fixed annuities guarantee your money will earn at least a minimum interest rate. Fixed annuities may earn interest at a rate higher than the minimum but only the minimum rate is guaranteed. The insurance company sets the rates.

Fixed indexed annuities are a type of fixed annuity that earns interest based on changes in a market index, which measures how the market or part of the market performs. The interest rate is guaranteed to never be less than zero, even if the market goes down.

Variable annuities earn investment returns based on the performance of the investment portfolios, known as "subaccounts," where you choose to put your money. The return earned in a variable annuity is not guaranteed. The value of the subaccounts you choose could go up or down. If they go up, you could make money. But, if the value of these subaccounts goes down, you could lose money. Also, income payments to you could be less than you expected.

- Some annuities offer a **premium bonus**, which usually is a lump sum amount the insurance company adds to your annuity when you buy it or when you add money. It is usually a set percentage of the amount you put into the annuity. Other annuities offer an **interest bonus**, which is an amount the insurance company adds to your annuity when you earn interest. It is usually a set percentage of the interest earned. You may not be able to withdraw some or all of your premium bonus for a set period of time. *Also, you could lose the bonus if you take some or all of the money out of your annuity within a set period of time.*

How Does the Value of a Deferred Annuity Change?

Fixed Annuities

Money in a fixed deferred annuity earns interest at a rate the insurer sets. The rate is **fixed** (will not change) for some period, usually a year. After that rate period ends, the insurance company will set another fixed interest rate for the next rate period. *That rate could be higher or lower than the earlier rate.*

Fixed deferred annuities *do* have a guaranteed minimum interest rate—the lowest rate the annuity can earn. It is stated in your contract and disclosure and cannot change as long as you own the annuity. Ask about:

- The *initial interest* rate – What is the rate? How long until it will change?
- The *renewal interest* rate – When will it be announced? How will the insurance company tell you what the new rate will be?

Fixed Deferred Indexed Formulas

Annual Point-to-Point – Change in index calculated using two dates one year apart.

Multi-Year Point-to-Point – Change in index calculated using two dates more than one year apart.

Monthly or Daily Averaging – Change in index calculated using multiple dates (one day of every month for monthly averaging, every day the market is open for daily averaging). The average of these values is compared with the index value at the start of the index term.

Monthly Point-to-Point – Change in index calculated for each month during the index term. Each monthly change is limited to the “cap rate” for positive changes, but not when the change is negative. At the end of the index term, all monthly changes (positive and negative) are added. If the result is positive, interest is added to the annuity. If the result is negative or zero, no interest (0%) is added.

Fixed Indexed Annuities

Money in a fixed indexed annuity earns interest based on changes in an index. Some indexes are measures of how the overall financial markets perform (such as the S&P 500 Index or Dow Jones Industrial Average) during a set period of time (called the **index term**). Others measure how a specific financial market performs (such as the Nasdaq) during the term. The insurance company uses a formula to determine how a change in the index affects the amount of interest to add to your annuity at the *end of each index term*. Once interest is added to your annuity for an index term, those earnings usually are locked in and changes in the index in the next index term do not affect them. If you take money from an indexed annuity before an index term ends, *the annuity may not add all of the index-linked interest for that term to your account.*

Insurance companies use different formulas to calculate the interest to add to your annuity. They look at changes in the index over a period of time. See the box “*Fixed Deferred Indexed Formulas*” that describes how changes in an index are used to calculate interest.

The formulas insurance companies use often mean that interest added to your annuity is based on only *part* of a change in an index over a set period of time. **Participation rates, cap rates, and spread rates** (sometimes called margin or asset fees) all are terms that describe ways the amount of interest added to your annuity may not reflect the full change in the index. But *if the index goes down over that period, zero interest is added to your annuity.* Then your annuity value will not go down as long as you do not withdraw the money.

When you buy an indexed annuity, you are not investing directly in the market or the index. Some indexed annuities offer you more than one index choice. Many indexed annuities also offer the choice to put part of your money in a fixed interest rate account, with a rate that will not change for a set period.

Variable Annuities

Money in a variable annuity earns a return based on the performance of the investment portfolios, known as “**subaccounts**,” where you choose to put your money. Your investment choices likely will include subaccounts with different types and levels of risk. Your choices will affect the return you earn on your annuity. Subaccounts usually have no guaranteed return, but you may have a choice to put some money in a fixed interest rate account, with a rate that will not change for a set period.

The value of your annuity can change every day as the subaccounts' values change. If the subaccounts' values increase, your annuity earns money. But *there is no guarantee that the values of the subaccounts will increase. If the subaccounts' values go down, you may end up with less money in your annuity than you paid into it.*

An insurer may offer several versions of a variable deferred annuity product. The different versions usually are identified as **share classes**. The key differences between the versions are the fees you will pay every year you own the annuity. The rules that apply if you take money out of the annuity also may be different. Read the prospectus carefully. Ask the annuity salesperson to explain the differences among the versions.

How Insurers Determine Indexed Interest

Participation Rate – Determines how much of the increase in the index is used to calculate index-linked interest. A participation rate usually is for a set period. The period can be from one year to the entire term. Some companies guarantee the rate can never be lower (higher) than a set minimum (maximum). Participation rates are often less than 100%, particularly when there is no cap rate.

Cap Rate – Typically, the maximum rate of interest the annuity will earn during the index term. Some annuities guarantee that the cap rate will never be lower (higher) than a set minimum (maximum). Companies often use a cap rate, especially if the participation rate is 100%.

Spread Rate – A set percentage the insurer subtracts from any change in the index. Also called a “margin or asset fee.” Companies may use this instead of or in addition to a participation or cap rate.

What Other Information Should You Consider?

Fees, Charges, and Adjustments

Fees and charges reduce the value of your annuity. They help cover the insurer's costs to sell and manage the annuity and pay benefits. The insurer may subtract these costs directly from your annuity's value. Most annuities have fees and charges but they can be different for different annuities. Read the contract and disclosure or prospectus carefully and ask the annuity salesperson to describe these costs.

A **surrender** or **withdrawal charge** is a charge if you take part or all of the money out of your annuity during a set period of time. The charge is a percentage of the amount you take out of the annuity. The percentage usually goes down each year until the surrender charge period ends. Look at the contract and the disclosure or prospectus for details about the charge. Also look for any waivers for events (such as a death) or the right to take out a small amount (usually up to 10%) each year without paying the charge. If you take all of your money out of an annuity, you have surrendered it and no longer have any right to future income payments.

Some annuities have a **Market Value Adjustment (MVA)**. An MVA could increase or decrease your annuity's account value, cash surrender value, and/or death benefit value if you withdraw money from your account. In general, if interest rates are *lower* when you

withdraw money than they were when you bought the annuity, the MVA could *increase* the amount you could take from your annuity. If interest rates are *higher* than when you bought the annuity, the MVA could *reduce* the amount you could take from your annuity. Every MVA calculation is different. Check your contract and disclosure or prospectus for details.

How Annuities Make Payments

Annuitize

At some future time, you can choose to **annuitize** your annuity and start to receive guaranteed fixed income payments for life or a period of time you choose. After payments begin, you cannot take any other money out of the annuity. You also usually cannot change the amount of your payments. For more information, see “*Payout Options*” in this Buyer’s Guide. If you die before the payment period ends, your survivors may not receive any payments, depending on the payout option you choose.

Full Withdrawal

You can withdraw the cash surrender value of the annuity in a lump sum payment and end your annuity. *You will likely pay a charge to do this if it is during the surrender charge period.* If you withdraw your annuity’s cash surrender value, your annuity is cancelled. Once that happens, you cannot start or continue to receive regular income payments from the annuity.

Partial Withdrawal

You may be able to withdraw *some* of the money from the annuity’s cash surrender value without ending the annuity. Most annuities with surrender charges let you take out a certain amount (usually up to 10%) each year without paying surrender charges on that amount. Check your contract and disclosure or prospectus. Ask your annuity salesperson about other ways you can take money from the annuity without paying charges.

Living Benefits for Fixed Annuities

Some fixed annuities, especially fixed indexed annuities, offer a **guaranteed living benefits** rider, usually at an extra cost. A common type is called a guaranteed lifetime withdrawal benefit that guarantees to make income payments you cannot outlive. While you get payments, the money still in your annuity continues to earn interest. You can choose to stop and restart the payments or you might be able to take extra money from your annuity. Even if the payments reduce the annuity’s value to zero at some point, you will continue to get payments for the rest of your life. If you die while receiving payments, your survivors may get some or all of the money left in your annuity.

Annuity Fees and Charges

Contract fee – A flat dollar amount or percentage charged once or annually.

Percentage of purchase payment – A front-end sales load or other charge deducted from each premium paid. The percentage may vary over time.

Premium tax – A tax some states charge on annuities. The insurer may subtract the amount of the tax when you pay your premium, when you withdraw your contract value, when you start to receive income payments, or when it pays a death benefit to your beneficiary.

Transaction fee – A charge for certain transactions, such as transfers or withdrawals.

Mortality and expense (M&E) risk charge – A fee charged on **variable annuities**. It is a percentage of the account value invested in subaccounts.

Underlying fund charges – Fees and charges on a **variable annuity’s** subaccounts; may include an investment management fee, distribution and service (12b-1) fees, and other fees.

Living Benefits for Variable Annuities

Variable annuities may offer a benefit at an extra cost that guarantees you a minimum account value, a minimum lifetime income, or minimum withdrawal amounts regardless of how your subaccounts perform. See "*Variable Annuity Living Benefit Options*" at right. Check your contract and disclosure or prospectus or ask your annuity salesperson about these options.

How Annuities Are Taxed

Ask a tax professional about your individual situation. The information below is general and should not be considered tax advice.

Current federal law gives annuities special tax treatment. Income tax on annuities is deferred. That means you are not taxed on any interest or investment returns while your money is in the annuity. This is not the same as tax-free. You will pay ordinary income tax when you take a withdrawal, receive an income stream, or receive each annuity payment. When you die, your survivors will typically owe income taxes on any death benefit they receive from an annuity.

There are other ways to save that offer tax advantages, including Individual Retirement Accounts (IRAs). You can buy an annuity to fund an IRA, *but you also can fund your IRA other ways and get the same tax advantages.* When you take a withdrawal or receive payments, you will pay ordinary income tax on all of the money you receive (not just the interest or the investment return). You also may have to pay a 10% tax penalty if you withdraw money before you are age 59½.

Finding an Annuity That Is Right for You

An annuity salesperson who suggests an annuity must choose one that they think is right for you, based on information from you. They need complete information about your life and financial situation to make a suitable recommendation. Expect a salesperson to ask about your age; your financial situation (assets, debts, income, tax status, how you plan to pay for the annuity); your tolerance for risk; your financial objectives and experience; your family circumstances; and how you plan to use the annuity. If you are not comfortable with the annuity, ask your annuity salesperson to explain why they recommended it. Do not buy an annuity you do not understand or that does not seem right for you.

Variable Annuity Living Benefit Options

Guaranteed Minimum Accumulation Benefit (GMAB) – Guarantees your account value will equal some percentage (typically 100%) of premiums less withdrawals, at a set future date (for example, at maturity). If your annuity is worth less than the guaranteed amount at that date, your insurance company will add the difference.

Guaranteed Minimum Income Benefit (GMIB) – Guarantees a minimum lifetime income. You usually must choose this benefit when you buy the annuity and must annuitize to use the benefit. There may be a waiting period before you can annuitize using this benefit.

Guaranteed Lifetime Withdrawal Benefit (GLWB) – Guarantees you can make withdrawals for the rest of your life, up to a set maximum percentage each year.

Payout Options

You will have a choice about how to receive income payments. These choices usually include:

- For your lifetime
- For the longer of your lifetime or your spouse's lifetime
- For a set time period
- For the longer of your lifetime or a set time period

Within each annuity, the insurer *may* guarantee some values but not others. Some guarantees may be only for a year or less while others could be longer. Ask about risks and decide if you can accept them. For example, it is possible you will not get all of your money back *or* the return on your annuity may be lower than you expected. It is also possible you will not be able to withdraw money you need from your annuity without paying fees *or* the annuity payments may not be as much as you need to reach your goals. These risks vary with the type of annuity you buy. All product guarantees depend on the insurance company's financial strength and claims-paying ability.

Questions You Should Ask

- Do I understand the risks of an annuity? Am I comfortable with them?
- How will this annuity help me meet my overall financial objectives and time horizon?
- Will I use the annuity for a long-term goal such as retirement? If so, how could I achieve that goal if the income from the annuity is not as much as I expected it to be?
- What features and benefits in the annuity, other than tax deferral, make it appropriate for me?
- Does my annuity offer a guaranteed minimum interest rate? If so, what is it?
- If the annuity includes riders, do I understand how they work?
- Am I taking full advantage of all of my other tax-deferred opportunities, such as 401(k)s, 403(b)s, and IRAs?
- Do I understand all of the annuity's fees, charges, and adjustments?
- Is there a limit on how much I can take out of my annuity each year without paying a surrender charge? Is there a limit on the *total* amount I can withdraw during the surrender charge period?
- Do I intend to keep my money in the annuity long enough to avoid paying any surrender charges?
- Have I consulted a tax advisor and/or considered how buying an annuity will affect my tax liability?
- How do I make sure my chosen survivors (beneficiaries) will receive any payment from my annuity if I die?

If you do not know the answers or have other questions, ask your annuity salesperson for help.

When You Receive Your Annuity Contract

When you receive your annuity contract, carefully review it. Be sure it matches your understanding. Also, read the disclosure or prospectus and other materials from the insurance company. Ask your annuity salesperson to explain anything you do not understand. In many states, a law gives you a set number of days (usually 10 to 30 days) to change your mind about buying an annuity after you receive it. This often is called a **free look** or **right to return** period. Your contract and disclosure or prospectus should prominently state your free look period. If you decide during that time that you do not want the annuity, you can contact the insurance company and return the contract. Depending on the state, you will either get back all of your money or your current account value.

