



**Mailing Address** Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
**Phone** 1-866-490-3163



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**Before Completing an Annuity Application**

- ✓ Ensure all appointment paperwork is complete according to state regulations
- ✓ Complete the two required forms of AML training
- ✓ Complete all State Mandated Continuing Education
- ✓ Complete American National's Annuity New York Product Training Course

► **NOTE: Training completion is required PRIOR to signing an application**

**Completing the Annuity Application**

Required Forms	Palladium MYG NY	ANICO Strategy PLUS 7 & 10 NY	WealthQuest Citadel 5 & 7 NY	Century Plus NY	Palladium Immediate Annuity NY
<b>Annuity Application</b>	✓ (Form Series ANY-11059-FD)	✓ (Form Series ANY-11059-EIA)	✓ (Form Series ANY-11059-FD)	✓ (Form Series ANY-11059-FD)	✓ (Form Series ANY-11059-SPIA)
<b>Product Disclosure</b>	✓ (Form Series ANY-4888)	✓ (Form Series ANY-10635 or ANY-10636)	✓ (Form Series ANY-11601 or ANY-11602)	✓ (Form Series ANY-11012)	✓ (Form Series ANY-10275)
<b>Annuity Suitability &amp; USA Patriot Act Form (Form ANY-4465)</b>	✓	✓	✓	✓	✓
<b>Definition of Replacement (Form ANY-112)</b>	✓	✓	✓	✓	✓
<b>Equity Indexed Annuity Disclosure (Form ANY-208)</b>		✓			
<b>Withholding Certificate for Annuity Payments (Form W4-P)</b>					✓
<b>Regulation 60 Packet (Form ANY-25-IM)</b>	<b>Required:</b> If application is a replacement				
<b>Non-Qualified 1035 Exchange Request (Form ANY-4394-NQ)</b>	<b>Required:</b> If funding is coming from a non-qualified source				
<b>Qualified Transfer or Rollover Request (Form ANY-4394-Q)</b>	<b>Required:</b> If funding is coming from a qualified source				

► **NOTE: Additional forms may be required depending on your client's financial needs**

**Submitting the Application and Follow Up**

- Electronically scan the full application using ExpertScan in the agent portal and receive a policy number instantly
- The application can be mailed to the address located on the top of this form
- Applications are reviewed for good order typically within 48 - 72 hours of receipt by the Home Office
- Track the application status and review any pending requirements in the Policy Inquiry portal



# Application for Individual Equity Indexed Annuity—NY

American National Life Insurance Company of New York

**Mailing Address** Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
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**1 Owner** If IRA or TSA, the owner and annuitant must be the same person.

**Type of Ownership**  Individual  Trust  Custodian  Corporation  Pension Plan  Charity

First Name \_\_\_\_\_ M.I. \_\_\_\_\_ Last or Non-Natural Entity Name \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Trust Date \_\_\_\_\_  SSN  ITIN  EIN  
 Resident Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Mailing Address (  Same as Resident Address ) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Email Address \_\_\_\_\_ Telephone \_\_\_\_\_

Gender:  M  F  
 U.S. Citizen:  Yes  No

**NOTE:**

- If a trust, corporation, or charity is named as owner, copy of trust agreement or corporate resolution must be provided.
- If Inherited IRA, the owner's name must be in the following format: Deceased IRA Holder Name For Benefit Of Living Beneficiary Name. Inherited IRA is only allowed for spouse beneficiary.
- The number shown in this application is my correct taxpayer identification number (or I am waiting for a number to be issued to me.)
- A non-spousal Inherited IRA is only permitted if the Original IRA Owner's date of death was prior to January 1, 2020.

**2 Joint Owner** Not available with qualified plans.

Relationship to Owner: \_\_\_\_\_

First Name \_\_\_\_\_ M.I. \_\_\_\_\_ Last or Non-Natural Entity Name \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Trust Date \_\_\_\_\_  SSN  ITIN  EIN  
 Resident Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Mailing Address (  Same as Resident Address ) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Email Address \_\_\_\_\_ Telephone \_\_\_\_\_

Gender:  M  F  
 U.S. Citizen:  Yes  No

**NOTE:** If a trust, corporation, or charity is named as owner, copy of trust agreement or corporate resolution must be provided.

**3 Annuitant** Complete if different than owner. If IRA or TSA, the owner and annuitant must be the same person.

First Name	M.I.	Last Name	Gender: <input type="checkbox"/> M <input type="checkbox"/> F U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of Birth	<input type="checkbox"/> SSN	<input type="checkbox"/> ITIN		
Resident Address	City		State	ZIP
Mailing Address ( <input type="checkbox"/> Same as Resident Address)	City		State	ZIP
Email Address	Telephone			

**4 Beneficiary Designation**

A Date of Birth or SSN is required for each beneficiary. Complete Additional Beneficiary Page if additional space is needed. Unless otherwise specified, all beneficiaries in the same class will share equally. Allocations must total up to 100% and must be indicated in whole percentages.

<input type="checkbox"/> Primary	Percent Payable <input style="width: 40px;" type="text"/> %	Relationship to Owner:		
First Name	M.I.	Last Name or Non-Natural Entity Name		
Date of Birth	Trust Date	<input type="checkbox"/> SSN <input type="checkbox"/> ITIN <input type="checkbox"/> EIN		
Resident Address	City		State	ZIP
Telephone				
<input type="checkbox"/> Primary	<input type="checkbox"/> Contingent	Percent Payable <input style="width: 40px;" type="text"/> %	Relationship to Owner:	
First Name	M.I.	Last Name or Non-Natural Entity Name		
Date of Birth	Trust Date	<input type="checkbox"/> SSN <input type="checkbox"/> ITIN <input type="checkbox"/> EIN		
Resident Address	City		State	ZIP
Telephone				

<b>5 Plan Type</b>	
<div style="background-color: #ccc; padding: 5px; margin-bottom: 5px;"> <input type="checkbox"/> <b>Qualified</b> If qualified, check the type of plan applied for. (Simple IRA's not available.) Inherited IRA is only allowed for spouse beneficiary.         </div> <div style="background-color: #ccc; padding: 5px; margin-bottom: 5px;"> <b>Annuity Type</b>  <input type="checkbox"/> IRA                      <input type="checkbox"/> SEP  <input type="checkbox"/> Roth IRA                <input type="checkbox"/> TSA-403b            <input type="checkbox"/> Inherited IRA  <input type="checkbox"/> Other _____         </div>	<div style="background-color: #ccc; padding: 5px; height: 100px;"> <input type="checkbox"/> <b>Non-Qualified</b> </div>

<b>6 Premium Payment</b>	
<div style="background-color: #ccc; padding: 5px; margin-bottom: 5px;"> <b>If Qualified:</b> </div> <div style="background-color: #ccc; padding: 5px; margin-bottom: 5px;"> <b>Funding Option</b>  <input type="checkbox"/> Contribution                      Tax Year _____  <input type="checkbox"/> Rollover  <input type="checkbox"/> Transfer         </div>	<div style="background-color: #ccc; padding: 5px; margin-bottom: 5px;"> <b>If Non-Qualified:</b> </div> <div style="background-color: #ccc; padding: 5px; margin-bottom: 5px;"> <b>Funding Option</b>  <input type="checkbox"/> Cash with Application  <input type="checkbox"/> 1035 Exchange  <input type="checkbox"/> Non-1035 Exchange         </div>
<b>If Cash with Application or Qualified Contribution</b>	
Amount: \$ _____	
▶ <b>NOTE: Check must be payable to American National Life Insurance Company of New York.</b>	
<b>If Rollover / Transfer / 1035 Exchange / Non-1035 Exchange</b>	
Rollover Amount: \$ _____	Transfer Amount: \$ _____
1035 Exchange Amount: \$ _____	Non-1035 Exchange: \$ _____
<b>Total Expected Premium</b>	
Amount: \$ _____	

<b>7 Product Selection</b>
<div style="background-color: #ccc; padding: 5px; margin-bottom: 5px;"> <b>Indexed Annuity</b>            Please select the plan applied for below:  <input type="checkbox"/> ASIA Plus 7                      <input type="checkbox"/> ASIA Plus 10         </div>

## 8 Crediting Strategy Allocations

Index crediting strategies are based on the declared index. See following page for descriptions of each index crediting strategy. Each description explains the corresponding rate fields. Please fill in the appropriate rate applied for in each field in an allocated strategy using format X.XX%. Whole percentages must be used for the allocation percentage below. The total allocation percentage must equal 100%.

► **NOTE: The Interest Rate Credited will never be less than the Minimum Guaranteed Interest Rate for Indexed Interest Crediting Strategies.**

### 1 Year Point-to-Point Performance with a Cap (Minimum \$5,000 Per Allocation)

Participation Rate	Cap Rate	Floor Rate	Allocation Percentage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### 1 Year Total Sum Performance with a Monthly Cap (Minimum \$5,000 Per Allocation)

Monthly Cap Rate	Floor Rate	Allocation Percentage
_____	_____	_____

### Fixed Annual Allocations

	Interest Rate	Allocation Percentage
Declared Rate Strategy (no minimum):	_____	_____
1 Year Performance with a Specified Rate (minimum \$5,000):	_____	_____

## Rate Lock Guarantee

American National Life Insurance Company of New York will lock-in the set of interest crediting strategy parameters in accordance with the Rate Lock Procedures provided to you with this application.

## 9 Annuity Plan Disclosures

### ASIA Plus 7

This annuity is an individual single premium fixed deferred annuity. This annuity has a 7-year surrender charge schedule.

### ASIA Plus 10

This annuity is an individual single premium fixed deferred annuity. This annuity has a 10-year surrender charge schedule.

## 10 Indexed Crediting Strategies

You can choose between a fixed rate interest crediting strategy, indexed interest crediting strategies that credit interest based on the performance of the S&P 500® Index, or a combination of the fixed and indexed interest crediting strategies.

When you buy an Equity Indexed Annuity, you are not buying an ownership interest in any stock or index. Interest earnings are paid at a rate that is related to the performance of the Declared Index. The Published Index does not reflect dividends paid on the stocks underlying the index. Past performance of the index is no guarantee of future results.

### MINIMUM GUARANTEED INTEREST RATE FOR INDEXED INTEREST CREDITING STRATEGIES

If the interest to be credited under an indexed interest crediting strategy is less than the minimum guaranteed interest rate for indexed interest crediting strategies, interest will be credited at the minimum guaranteed rate for that indexed interest crediting strategy. The minimum guaranteed rate for each indexed interest crediting strategy will never be less than 1.00%.

The available interest crediting strategies are explained below:

#### Declared Rate Strategy

The rate of interest credited under this option is a fixed rate of interest. The interest rate is guaranteed for the first contract year. The interest rate for subsequent contract years will be determined on an annual basis and is guaranteed to never be less than 1.00%.

#### 1 Year Total Sum Performance with a Monthly Cap

The rate of interest credited under this option is determined by the sum of the monthly segment values for the segment term, subject to the current Floor. Each monthly segment value is determined by comparing the closing value of the index on the last day of each monthly segment to the value of the index on the first day of each monthly segment to determine the overall change in the value of the index as a percentage, subject to the current Monthly Cap. The guaranteed minimum Monthly Cap on interest credited is 0.10%.

#### 1 Year Point-to-Point Performance with a Cap

The rate of interest credited under this option is determined by comparing the closing value of the index on the Segment Start Date and the Segment Maturity Date to determine the overall change in the value of the index as a percentage. If the percentage of change in the value of the index is positive, that percentage will be credited as the rate of interest, subject to the current Cap. If the percentage of change in the value is negative, or if there is no change in the value of the index, no interest will be credited. The guaranteed minimum Cap on interest credited is 1.00%. This option allows you to choose between different Participation Rates. The available Participation Rates are 100% or 50%.

#### 1 Year Performance with a Specified Rate

The rate of interest credited under this option is determined by comparing the closing value of the index on the Segment Start date and the Segment Maturity Date. A specified rate of interest is declared on the Segment Start Date. If the value of the index on the Segment Maturity Date is greater than or equal to the value of the index on the Segment Start Date, then the declared specified rate of interest will be credited. If the value of the index decreases, no interest will be credited. The guaranteed minimum specified rate of interest credited will never be less than 1.00%.

## 11 Total Insurance / Annuities In Force On Owner

- Yes  No Do you have existing life insurance or annuity coverage with this or any other company?
- Yes  No Is the annuity applied for intended to replace, change, or use cash values of any existing life insurance or annuity contract in force with this or any other company?

**If Yes, producer must provide and complete the appropriate replacement form.**

## 12 Application Agreements

**By signing this application I agree to the following statements and assurances:**

- I am applying for an Equity Indexed annuity. While the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments; I am not buying an ownership interest in any stock or index.
- Any values shown, other than guaranteed minimum values, are not guarantees, promises, or warranties.
- All statements made by, or by the authority of the applicant for the issuance of an annuity contract are deemed representations and not warranties.
- This entire application will be attached to and made part of any contract issued by American National Life Insurance Company of New York.
- I have read the application and all statements and answers as they pertain to me and such statements and answers are true and complete to the best of my knowledge and belief.
- The statements and answers in this application are the basis for any contract issued by American National Life Insurance Company of New York and no information about any person in the application will be considered to have been given to American National Life Insurance Company of New York unless it is stated in the application.
- I understand that the producer does not have American National Life Insurance Company of New York's authorization to accept risk, pass on insurability, or make, void, waive, or change any conditions or provisions of this application or the contract.
- American National Life Insurance Company of New York will have no liability until:
  - A contract is issued; and
  - The first premium due is paid in full while each proposed owner and annuitant is alive.
- I understand that federal law requires sufficient information to identify the parties to the purchase of an annuity, and that failure to provide such information could result in the annuity contract not being issued, delayed, unprocessed transaction requests, or termination.

\_\_\_\_\_ **Date:** Month / Day / Year

\_\_\_\_\_ **Signed in** (State)

X \_\_\_\_\_  
**Signature of Annuitant**

X \_\_\_\_\_  
**Signature of Joint Owner/Trustee/Partner**

X \_\_\_\_\_  
**Signature of Owner** (if other than Annuitant)

X \_\_\_\_\_  
**Signature of Producer**



# Producer's Report

American National Life Insurance Company of New York

NF

**Mailing Address** Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
**Phone** 1-866-490-3163



## 1 Producer's Report

► **NOTE: These questions must be answered in every case:**

- Yes  No Does the owner have existing life insurance or annuity coverage with this or any other company?
- Yes  No As Producer, do you have knowledge or reason to believe that the annuity applied for replace, change, or use cash values of any existing life insurance or annuity contract in force with this or any other company? If Yes, Producer must provide and complete the appropriate replacement form.
- Yes  No **Do you have an appointment in progress or hierarchy change submitted?**

### Product and Commission Selection

Please select the product being applied for and the desired commission option. If no option is selected, the default option will be Option A.

Trail commissions begin in policy year two and continue for as long as the policy is in force. Trail commissions are based upon a percentage of the policy account value. See commission schedule for percentage paid.

#### Select ONE product

- ASIA PLUS 10—NY
- ASIA PLUS 7—NY

#### Select ONE commission option

- Option A: Level Commissions
- Option B: Asset-based Trail Commissions

### Producer Information

\_\_\_\_\_ x \_\_\_\_\_  
**Print Producer's Name**                      **Producer's Signature**                      **Producer PC Number, SSN, or TIN**

\_\_\_\_\_                      \_\_\_\_\_  
 Telephone Number                      Email Address

### Producers Commission Split

List Name and Personal Code of all Producers, besides yourself, entitled to any commission with appropriate percentage.

\_\_\_\_\_                      \_\_\_\_\_ %  
 Print Producer's Name                      Personal Code

\_\_\_\_\_                      \_\_\_\_\_ %  
 Print Producer's Name                      Personal Code





# Annuity Best Interest—Suitability Questionnaire / USA PATRIOT Act Form

American National Life Insurance Company of New York

NF

**Mailing Address** P.O. Box 4408, Springfield, MO 65808-4408  
**Phone** 1-866-490-3163



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This form is intended to gather your financial information and long-term goals to help your insurance agent form a reasonable belief whether the sale of an annuity is suitable and in your best interest. We will protect and keep your information confidential. For additional guidance, your insurance agent can refer to the Producer's Guide for this form.

## 1 Owner Information

If a Trust will be the owner, complete this form using the Trust's financial information. You may include the financial information of the grantor, if living.

Any additional information that provides a more complete understanding of the suitability of a trust arrangement should be included in written form on page 4. All trust documentation must accompany this form.

Full Name of Owner/Grantor/Partner _____	Age _____	Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single
Number of Dependents _____	Ages of Dependents _____	
Joint Owner/Grantor/Partner (if applicable) _____	Age _____	Relationship to Owner _____

## 2 Financial Profile

If joint owners are spousal please provide the household financial information below. If joint owners are not spouses, complete a separate Annuity Suitability Form for each person.

- Have you had experience with any of the following investments and insurance products? If Yes, how long?
 

<input type="checkbox"/> Mutual Funds _____ # of yrs.	<input type="checkbox"/> 401(k) Plans _____ # of yrs.	<input type="checkbox"/> Stocks _____ # of yrs.
<input type="checkbox"/> Bonds _____ # of yrs.	<input type="checkbox"/> CDs _____ # of yrs.	<input type="checkbox"/> Savings Accounts _____ # of yrs.
<input type="checkbox"/> Life Insurance _____ # of yrs.	<input type="checkbox"/> Annuities _____ # of yrs.	<input type="checkbox"/> Other _____ # of yrs.
- In considering this product, what is your risk tolerance?
 

<input type="checkbox"/> Conservative (Low Risk)	<input type="checkbox"/> Moderately Conservative	<input type="checkbox"/> Moderate	<input type="checkbox"/> Moderately Aggressive
<input type="checkbox"/> Aggressive (High Risk)			
- Annual Gross Income \$ \_\_\_\_\_
- Source of Income (Check all that apply)
 

<input type="checkbox"/> Salary (W-2)	<input type="checkbox"/> Investments	<input type="checkbox"/> Social Security	<input type="checkbox"/> Pension Plans	<input type="checkbox"/> Reverse Mortgage
<input type="checkbox"/> Self-Employed <input type="checkbox"/> Other _____				
- What type of investments and insurance products do you currently own?
 

<input type="checkbox"/> Mutual Funds	<input type="checkbox"/> Stocks	<input type="checkbox"/> Bonds	<input type="checkbox"/> CDs	<input type="checkbox"/> Savings Accounts	<input type="checkbox"/> 401(k) Plans	<input type="checkbox"/> Fixed Annuities
<input type="checkbox"/> Term Life	<input type="checkbox"/> Whole Life	<input type="checkbox"/> Variable Annuities	<input type="checkbox"/> Variable Life Insurance			
<input type="checkbox"/> Equity Indexed Life Insurance <input type="checkbox"/> Equity Indexed Annuities <input type="checkbox"/> Other _____						

**2 Financial Profile** (Continued)

- 6.** Liquid Net Worth, prior to the annuity purchase you're considering, **(These are assets that can be easily converted to cash without incurring penalty charges. Do not include funds from a reverse mortgage.)**

\$ \_\_\_\_\_

- 7.** If you purchase an annuity, will your income and liquid net worth be enough to pay for your living expenses, considering your existing liabilities and obligations for their duration, medical expenses and emergencies?

Yes  No

- 8.** If you were to purchase an annuity, how many months of living expenses can your Liquid Net Worth cover?

1 – 3 months  4 – 6 months  7 – 12 months  13+ months

**► NOTE:** Many financial planners recommend that a person maintain an amount of liquid net worth equal to 3 to 6 months of a person's monthly living expenses in case of emergencies.

- 9.** What is your estimated Federal Income Tax Bracket?

10%  12%  22%  24%  32%  35%  37%

- 10.** Have you taken or do you intend to take a reverse mortgage in the next 12 months on your personal residence?

Yes  No

- 11.** Are you currently living in or are you planning on living in an Assisted Living Facility within the next 3 years?

Yes  No Please explain \_\_\_\_\_

- 12.** Are you currently living in or are you planning on living in a nursing home within the next 3 years?

Yes  No Please explain \_\_\_\_\_

- 13.** Why are you considering the purchase of an annuity? (Check all that apply)

Immediate Income  Stable Growth  Tax Deferral  Estate Planning  Death Benefit

Safety of Principal  Retirement  Potential to earn higher interest related to a market index

Option for lifetime income  Post Purchase Liquidity  Other \_\_\_\_\_

**3 Transaction Information**

If this transaction is a Single Premium Immediate Annuity, do not answer questions 14a or b.

- 14. a)** Do you intend to take distributions prior to attaining age 59 ½?  Yes  No

If Yes, please explain what exception you will rely upon to avoid the 10% federal tax penalty.

\_\_\_\_\_

- b)** Do you intend to take withdrawals before the end of the surrender charge period?  Yes  No

If Yes, do you intend to withdraw more than 10% of the annuity value per year?  Yes  No

**(If Yes, use the additional space provided in question 16p to explain your answer.)**

- 15.** What source of funds will you use if you buy an annuity? (Check all that apply)

Savings Account  Money Market  Bank CD  Stocks/Bonds/Mutual Funds  Home Equity Loan

Reverse Mortgage  Annuity  Life Insurance  Retirement  Gift from \_\_\_\_\_

Other (please list) \_\_\_\_\_

- a)** Will any potential charges or penalties be incurred by using the above funds?  Yes  No

Amount \$ \_\_\_\_\_

- b)** Is the person writing the check other than the proposed owner of the annuity?  Yes  No

Please explain \_\_\_\_\_

- c)** Is the source of funds from a previously owned life insurance policy or annuity contract?  Yes  No

Please explain \_\_\_\_\_

#### 4 Exchanges / Replacements

In the case of an exchange or replacement the insurance agent must have reasonable grounds to believe that the transaction is suitable taking into consideration the information provided in response to the questions below.

**16.** Will the annuity be funded by an Exchange or Replacement?

Yes  No **(If Yes, please complete 16a through 16p.)**

Excluding this proposed transaction, have you exchanged an annuity within the last 36 months?

Yes  No

**If Yes, please give this information:**

Company Name \_\_\_\_\_

Product Type (e.g. variable, fixed) \_\_\_\_\_

		Replaced	Proposed
<b>a.</b>	Is there a surrender charge? If Yes, list the current dollar amount.	<input type="checkbox"/> No <input type="checkbox"/> Yes \$ _____	Not Applicable
<b>b.</b>	What is the remaining Surrender Charge Period?	_____ Yrs.	_____ Yrs.
<b>c.</b>	Is the replaced/proposed contract qualified or non-qualified?	<input type="checkbox"/> Qualified <input type="checkbox"/> Non-Qualified	<input type="checkbox"/> Qualified <input type="checkbox"/> Non-Qualified
<b>d.</b>	Is there a Premium Enhancement (Interest Rate Enhancement) or Bonus? If Yes, provide the amount or percentage and how long you will receive this enhancement.	\$ or % For Yrs <input type="checkbox"/> No <input type="checkbox"/> Yes _____	\$ or % For Yrs <input type="checkbox"/> No <input type="checkbox"/> Yes _____
<b>e.</b>	Is there a Premium Enhancement or Bonus Recapture Charge? In other words, will the premium enhancement or bonus be forfeited?	<input type="checkbox"/> No <input type="checkbox"/> Yes \$ _____	<input type="checkbox"/> No <input type="checkbox"/> Yes \$ _____
<b>f.</b>	Is there a Market Value Adjustment (MVA)?	<input type="checkbox"/> No <input type="checkbox"/> Yes	No
<b>g.</b>	If there is a Market Value Adjustment (MVA), then what is the amount and is it positive or negative?	(Pos.) \$ _____ (Neg.) \$ _____	Not Applicable
<b>h.</b>	What is the Minimum Guaranteed Interest Rate over the life of the contract? (i.e. required by state law and in the contract)	_____ %	_____ %
<b>i.</b>	If replacing a fixed product to another fixed product, what is the current base fixed interest rate? (exclude any enhancements)	<input type="checkbox"/> N/A _____ %	<input type="checkbox"/> N/A _____ %
<b>j.</b>	If replacing a fixed or equity indexed product to an equity indexed product what is the base fixed interest rate?	<input type="checkbox"/> N/A _____ %	0%
<b>k.</b>	Is there an Annual Surrender Charge Free Withdrawal Privilege? —Year available for proposed contract?	<input type="checkbox"/> No <input type="checkbox"/> Yes _____ %	<input type="checkbox"/> No <input type="checkbox"/> Yes _____ % <input type="checkbox"/> Yr.1 <input type="checkbox"/> Yr.2
<b>l.</b>	Is there a Confinement Waiver Benefit? If Yes, what is the age limitation for the benefit on the annuity?	<input type="checkbox"/> No <input type="checkbox"/> Yes _____ Age	<input type="checkbox"/> No <input type="checkbox"/> Yes _____ Age
<b>m.</b>	Is there a Terminal Illness Waiver/Benefit?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>n.</b>	Are there any Rider Benefits being replaced and applied for? If Yes, please list type of rider benefits in the additional space on page 4.	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>o.</b>	What is the total amount of fees associated with the Rider Benefits? (Percentages Not Accepted. If there are no fees, please respond N/A or 0.)	\$ _____	\$ _____



**5 Recommendation Summary, Acknowledgement and Signatures**

**▶ NOTE TO INSURANCE AGENT:**

You must maintain all documentation regarding this transaction as required by New York law. If any information is missing or changed on this form, the consumer must initial and date all changes or updates.

**Recommendation Summary**

I acknowledge that I have made a reasonable effort to obtain suitability information for the applicant as required by law. The compensation that I will receive for this sale did not influence the recommendation. I am recommending the purchase of \_\_\_\_\_

(Name of Specific Annuity)

If this is a replacement, I am conditionally recommending the product specified above, subject to my confirmation of favorable comparative data contained in the required replacement Regulation 60 Disclosure Statement.

I believe it is suitable and in the best interest of the applicant based on:

- The applicant's suitability information contained in this form;
- The product information and disclosure in the annuity disclosure form given to the applicant;
- The following needs and suitability considerations expressed by the applicant:
  - Safety of Principal     Stable Growth     Tax Deferral     Immediate Income     Risk Tolerance
  - Death Benefit     Retirement     Favorable Replacement Evaluation     Estate Planning
  - Potential for Higher Interest Related to a Market Index     Guaranteed Lifetime Income if Annuitized
  - Post Purchase Liquidity
  - Other (please list) \_\_\_\_\_

\_\_\_\_\_  
Print Name

x \_\_\_\_\_  
Signature of Insurance Agent

\_\_\_\_\_  
Date: Month / Day / Year

**Additional Insurance Agent's Recommendation Confirmation** (if commission split)

If commissions are being split both agents are subject to the requirements of NY Rule 187. We require both agents to acknowledge that the transaction is suitable and in the best interest of the consumer. I acknowledge and agree that the recommendation is suitable and in the best interest of the consumer; and further I agree with the recommendation summary above.

\_\_\_\_\_  
Print Name

x \_\_\_\_\_  
Signature of Additional Insurance Agent

\_\_\_\_\_  
Date: Month / Day / Year

**Owner/Trustee/Partner**

The information I have provided is true and complete to the best of my knowledge and belief.

If I am exchanging my current annuity, I understand that with this exchange:

- I am subject to the commencement of a new surrender charge period or commutation schedule; and
- I will lose the existing contractual benefits.

x \_\_\_\_\_  
Signature of Owner/Trustee/Partner

x \_\_\_\_\_  
Signature of Joint Owner/Trustee/Partner (if applicable)

\_\_\_\_\_  
Date: Month / Day / Year

\_\_\_\_\_  
Date: Month / Day / Year

**6 USA PATRIOT Act Notice** To be read by or to customer

The USA PATRIOT Act requires that we have an Anti-Money Laundering (AML) Program, notify customers that we verify their identity, and collect documents and information sufficient to provide verification. Failure to provide the requested identification will result in delays in the issuance of the requested coverage and may result in a decision not to accept your business.

**Customer Identification Verification:** we require our insurance agent to review and verify a **current** government issued photo ID for **EACH Owner/Trustee/Partner** associated with a contract. Information on such identification must be record below. If the Owner is a minor or non-legal entity, we must review the identification of the individual who submits an application on behalf of the minor or non-legal entity. We may use third party sources to verify the information provided.

► **NOTE:** The following information should be recorded exactly as it appears on the identification reviewed. If more than two owners to a contract, submit an additional USA PATRIOT Act Notice.

Name of Owner/Trustee/Partner	Name of Joint Owner/Trustee/Partner (if applicable)
Street Address (Not P.O. Box) _____ City _____ State _____ Zip _____ Date of Birth _____ Number on ID _____ Identification Expiration Date _____ State or Country _____ Form of ID used to verify the identification of the Owner/Trustee/Partner: <input type="checkbox"/> Driver's license <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID "Green Card" <input type="checkbox"/> Other (describe): _____	Street Address (Not P.O. Box) _____ City _____ State _____ Zip _____ Date of Birth _____ Number on ID _____ Identification Expiration Date _____ State or Country _____ Form of ID used to verify the identification of the Joint Owner/Trustee/Partner: <input type="checkbox"/> Driver's license <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID "Green Card" <input type="checkbox"/> Other (describe): _____

1. Check the appropriate entity and **submit copies of documentation** indicating the existence of a legitimate business entity (e.g. Articles of Incorporation, Certificate of Limited Partnership, Joint Venture Agreement, or similar document/ agreement governing the formation and operation of the entity).

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Corporation, LLC, Professional Association</b> | <input type="checkbox"/> <b>Limited Partnership</b>          |
| <input type="checkbox"/> <b>General Partnership or Joint Venture</b>       | <input type="checkbox"/> <b>Trust and All Other Entities</b> |

2. Insurance Agent Acknowledgement (check **one**):

- I certify that I personally met with the proposed Owner/Trustee/Partners and reviewed the above identification document. To the best of my knowledge, it accurately reflects the identity of the proposed Owner/Trustee/Partners.
- I was unable to personally review the identification documents for the reason stated below. I certify that, to the best of my knowledge, the information provided by the Owner/Trustee/Partners is true and accurate.  
 Reason for not reviewing document: \_\_\_\_\_

► **NOTE:** Failure to personally review the identification documents will result in processing delays in order to verify customer identity and may result in a decision not to accept the business.

x \_\_\_\_\_  
**Insurance Agent Signature** **Date:** Month / Day / Year



# Insurance Producer Disclosure for Qualified Annuity Sale

American National / One Moody Plaza, Galveston, TX 77550-7947

NF

**Overnight Address** American National Insurance Company, Mail Processing Center,  
Attn: Annuity 10427, 1949 E. Sunshine St., Springfield, MO 65899-0001  
**Mailing Address** PO Box 10427, Springfield, MO 65808-0427 / **Phone** 1-800-252-9546



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## 1 Company Selection

- American National Insurance Company
- American National Life Insurance Company of New York

## 2 Producer Information

Producer Name ("I" and "My") \_\_\_\_\_ Producer PC Number \_\_\_\_\_

Proposed Owner Name ("You" and "Your") \_\_\_\_\_

This Disclosure and Acknowledgement Form ("Form") provides important information you should know before purchasing an annuity contract issued by American National ("the Company"). This Form describes 1) the relationship between the producer and the Company, 2) the commission the producer will receive if you purchase this annuity contract, and 3) certain charges and adjustments applicable under the proposed annuity contract and other information. **You must provide a copy of this disclosure to the customer. You are required by law to keep a copy of this acknowledgement in your files for six (6) years.**

- The Company Exclusive Representative**  I exclusively represent the Company. I do not offer any other annuity contracts for use in a qualified plan or IRA other than contracts issued by the Company. I also offer life insurance through the Company.
- Non-Exclusive/ Non-registered Representative**  I represent insurance companies other than the Company. Through such other companies, I have the ability to offer fixed annuities, indexed annuities, and life insurance.
- Non-Exclusive/ Registered Representative**  I represent insurance companies other than the Company. In addition to fixed annuity contracts, I have the ability to offer indexed annuities, variable annuities, life insurance and securities. However, in this transaction (funding a qualified plan or an IRA) I have the ability to offer fixed annuities, indexed annuities, and life insurance.

### 3 Commissions

- **NOTE:**
- Indicate the percentage of commission received below, if unknown, fill in the dollar amount
  - If commissions are being split, the commission identified below will represent the total commission to be split among the applicable number of producers or entities.
  - If the options below are not applicable to the application, place N/A in the corresponding field.

The U.S. Department of Labor (“DOL”) requires that the amount of the commission that will be paid directly or indirectly by the insurance company to the selling producer(s) in connection with the purchase of an annuity used to fund a qualified plan or IRA be disclosed to you. Based on the initial amount of premium you intend to submit with your application and any additional premiums applied in the first 12 months (if applicable), the compensation that would be paid by American National as follows:

**Commission Your Producer(s) will Receive on the Premium Received in the First 12 Months:**

\_\_\_\_\_ % or \$ \_\_\_\_\_

**(A) Commission Your Producer(s) will Receive on Additional Premium Received:**

<b>Year</b>	2	3	4	5	6	7	8	9	10	11+
<b>Commission %</b>										

**(B) Commission Your Producer(s) will Receive based on Optional Trail Commissions:**

Additional commission(s) will be paid to your producer(s) based on your contract value in the 2nd and subsequent years your contract remains in force, such commissions will never be more than the amount shown below. The years in force will be calculated on a 365-day year, beginning on the date the contract is issued. Additional commissions will be paid as follows:

**Trail Commission** \_\_\_\_\_ % or \$ \_\_\_\_\_

### 4 Charges, Adjustments, and Other Information

Your annuity product includes certain charges and adjustments that are required by the insurance company. These charges and adjustments may include surrender charges, market value adjustments, state-mandated premium charges, and fees for optional riders and benefits offered in your annuity contract. Detailed charges and other adjustments related to Your specific annuity are described in the required application and forms issued by the insurance company. It is important that you understand these charges and adjustments. Should you have any questions, please contact your producer for additional information.

\_\_\_\_\_  
**Proposed Owner Acknowledgement**

\_\_\_\_\_  
**Date:** Month / Day / Year

For questions about this document or your annuity contract, contact us at 1-800-252-9546 or visit our website [www.americannational.com](http://www.americannational.com). **Keep this document for your records.**



## **5 Producer's Acknowledgement**

By signing below, I represent that I will act with care, skill, prudence, and diligence and will place your financial goals, needs, risk tolerance and time horizon ahead of any of my own financial or other interests. I have not made any materially misleading statements. I may also receive other indirect compensation from this transaction such as health or retirement benefits. The total of any such indirect and direct compensation I receive shall not exceed reasonable compensation.

\_\_\_\_\_  
**Producer Acknowledgement**

\_\_\_\_\_  
**Date:** Month / Day / Year

► **NOTICE TO SELLING PRODUCER:** You must provide a copy of this disclosure to the customer.  
You are required by law to keep a copy of this acknowledgement in your files for six (6) years.



# Disclosure Statement for ASIA PLUS 10 Equity Indexed Annuity—NY (Client Copy)

NF

American National Life Insurance Company of New York

**Mailing Address** Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
**Phone** 1-866-490-3163

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## Summary

### **ASIA PLUS 10 Equity Indexed Annuity—NY is issued by American National Life Insurance Company of New York (the Company).**

This is a single premium deferred annuity, which means you buy it with one premium. No additional premium payments are allowed. This is a single premium deferred annuity, which means you buy it with one premium. No additional premium payments are allowed. It is a tax deferred annuity which means you do not pay taxes on the interest earned until the money is paid to you.

An annuity is intended for long-term accumulation needs, such as retirement planning. It is not meant to be used for short-term financial goals.

This annuity has a declining 10-year surrender charge and you can incur significant charges if you take an early withdrawal that is in excess of the 10% free withdrawal amount (see the **Fees, Expenses, & Other Charges** section of this disclosure for details). Interest is earned based on the interest crediting strategies you select. You can choose between a fixed rate interest crediting strategy and indexed interest crediting strategies that credit interest based on the performance of the S&P 500® Index, or a combination of the fixed and indexed interest crediting strategies.

Please read the following information carefully, then sign and return the attached client acknowledgement with your application.

**If you have questions about this annuity, please contact your insurance agent or contact a company representative at 1-866-490-3163.**

## The Annuity Contract

### **The Owner**

The Owner is the person who has the authority to exercise all rights under the contract. Joint Owners are permitted, and if the contract is owned by joint owners, they have equal ownership rights and both owners must authorize any exercise of ownership rights.

### **The Annuitant**

The Annuitant is the person on whose life the annuity payments are based. The Annuitant may not be changed if this Contract is not owned by a Natural Person. If this Contract is not owned by a Natural Person, the death of the Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

### **The Beneficiary**

The Beneficiary is the person designated to receive the death benefit of the contract.

### **► What is the Annuity Date?**

The Annuity Date is the contract anniversary following the Annuitant's 100th birthday. On the Annuity Date, we will pay your contract's Annuity Value to you (see the **Benefits** section of this disclosure). You are allowed to change the Annuity Date subject to the limitations explained in your contract.

### **► How will the value of my annuity grow?**

You will allocate your single premium among the interest crediting strategies available under the contract at the time of application. The amount of premium allocated to each interest crediting strategy will earn interest according to the formula for that crediting strategy for a period of one year, referred to as a Segment Term. At the end of each Segment Term a new Segment Term will begin and the amounts allocated to subsequent interest crediting strategies will earn interest according to the formula for those crediting strategies.

Please retain this form for your records.

### ► What is my Annuity Value?

The Annuity Value of your contract is equal to the Strategy Value, plus each Segment Value, less any Partial and/or Systematic Withdrawals and their associated Surrender Charges. The Annuity Value is used to determine the annuity payments.

The Annuity Value depends on:

1. The amount of premium;
2. How you allocate the Premium between the interest crediting strategies; and
3. Whether withdrawals have been taken.

### Interest Crediting Strategies

A minimum of \$5,000 must be placed in any Interest Crediting Strategy.

At least 7 days before the start of a new Segment Term you must reallocate your annuity value among the interest crediting strategies. If you do not select new interest crediting strategies, the allocations will remain in the interest crediting strategies currently selected, if available. If an interest crediting strategy is no longer available, we will place the portion of the Annuity Value allocated to that crediting strategy to the strategy most similar to the current selection.

If the Segment Value of any Indexed Interest Crediting Strategy is less than \$5,000, and such value has not been reallocated to a different Indexed Interest Crediting Strategy with a Segment Value of at least \$5,000, the Segment Value will be transferred to the Declared Rate Strategy.

In the event that the S&P 500 Index® is no longer available, any alternate index that would be used would be based on a similarly constituted index based on similar capitalization and upon approval by the NY Department of Financial Services.

### ► Declared Rate Strategy

This interest crediting strategy earns interest at a fixed rate of interest, referred to as the Declared Rate. The fixed rate is declared at the beginning of each Segment Term. The Declared Rate for the first Segment Term is shown in the Data Section of your contract. The Declared Rate for subsequent Segment Terms will be shown in your Annual Report. Interest is credited daily on a compound basis based on a 365 day year. The Declared Rate will never be less than the Minimum Guaranteed Interest Rate for the Declared Rate Strategy specified in your contract. The value under this interest crediting strategy is called the Strategy Value.

Please retain this form for your records.

### ► One Year Total Sum Performance with a Monthly Cap

This interest crediting strategy earns interest based on the performance of the S&P 500® Index. Each month, we will calculate the change in the Index Value compared to the previous month. Monthly increases in the Index Value are subject to a Cap; a Floor is not applied to the calculation of the change in Index Value monthly. At the end of the one-year Segment Term, the 12 monthly values are summed to determine your interest rate, subject to a Floor of zero. The guaranteed minimum Cap on interest credited is 0.10%. Your interest rate will never be less than the Minimum Guaranteed Interest Rate for this Indexed Interest Crediting Strategy.

The first Monthly Segment begins on the Issue Date of the contract and ends on the same date in the next calendar month. If a Monthly Segment falls on the 29th, 30th, or 31st, and a month does not have this date, the Monthly Segment will end on the last day of that month.

This crediting strategy tends to perform better when the index is rising in an “up” market. This strategy does not tend to perform well in a “down” market.

### One Year Total Sum Performance with a Monthly Cap: Hypothetical Examples\*

These examples assume a minimum guaranteed interest rate for indexed interest crediting strategies of 1%; a 2% monthly cap, and a 0% floor.

Month	Example 1 Change in Index Value	Example 2 Change in Index Value
1	2% Cap (4%)	2%
2	2%	2%
3	-3%	-3%
4	1%	-4%
5	-1%	-1%
6	0%	0%
7	2% Cap (3%)	2%
8	-2%	-2%
9	2% Cap (4%)	-2%
10	1.5%	1.5%
11	-1%	-1%
12	2%	2%
Total	5.5%	-3.5%
<b>Interest rate to be credited</b>	<b>5.5%</b>	<b>1%</b>
<b>Annuity value at beginning of segment</b>	<b>\$5,000</b>	<b>\$5,000</b>
<b>Interest credited at end of segment</b>	<b>\$275</b>	<b>\$50</b>
<b>Annuity value at end of segment after interest credited</b>	<b>\$5,275</b>	<b>\$5,050</b>

\*Hypothetical examples are for illustrative purposes only and are not a guarantee of any specific results. The hypothetical examples assume no withdrawals were made from the Segment during the Segment Term.

Please retain this form for your records.

### ► One Year Performance with a Specified Rate

This interest crediting strategy earns interest based on the performance of the S&P 500® Index. A Specified Rate of interest will be declared on each Segment Start Date. At the end of the one-year Segment Term, we will compare the Index Value on the Segment Start Date to the Index Value on the Segment Maturity Date. If the Index Value on the Segment Maturity Date is greater than or equal to the Index Value on the Segment Start Date, then we will credit the Specified Rate. If the Index Value decreases, then we will credit interest at the Minimum Guaranteed Interest for this Indexed Interest Crediting Strategy. The guaranteed minimum Specified Rate will never be less than 1.00%.

### One Year Performance with a Specified Rate: Hypothetical Examples\*

These examples assume a Minimum Guaranteed Interest Rate for Indexed Interest Crediting Strategies of 1% and a 0% Floor.

#### Example 1

S&P 500® Index Value on Segment Start Date	950
S&P 500® Index Value on Segment Maturity Date	1,050
Specified Rate	3%
Annuity Value on Segment Start Date	\$5,000
Interest Credited at end of Segment Term	\$150
<b>Annuity Value at end of Segment Term after Interest Credited</b>	<b>\$5,150</b>

#### Example 2

S&P 500® Index Value on Segment Start Date	950
S&P 500® Index Value on Segment Maturity Date	900
Specified Rate	3%
Annuity Value on Segment Start Date	\$5,000
Interest Credited at end of Segment Term	\$50
<b>Annuity Value at end of Segment Term after Interest Credited</b>	<b>\$5,050</b>

\*Hypothetical examples are for illustrative purposes only and are not a guarantee of any specific results. The hypothetical examples assume no withdrawals were made from the Segment during the Segment Term.

Please retain this form for your records.

### ► One Year Point-to-Point Performance with a Cap

This interest crediting strategy earns interest based on the performance of the S&P 500® Index and the selected Participation Rate. At the end of the one-year Segment Term, we will compare the Index Value on the Segment Start Date to the Index Value on the Segment Maturity Date. That value will then be multiplied by the Participation Rate. If the resulting percentage of change is positive, that percentage will be credited as the rate of interest, subject to a Cap. If the resulting percentage of change is negative, less than the Minimum Guaranteed Interest Rate for this Indexed Interest Crediting Strategy, or if there is no change, then we will credit interest at the Minimum Guaranteed Interest for this Indexed Interest Crediting Strategy. The guaranteed minimum Cap on interest credited is 1.00%.

This Indexed Interest Crediting Strategy allows you to choose between the following Participation Rates: 100%, 75%, or 50%.

A point-to-point strategy may be beneficial when the index is rising, but may reduce the amount of interest you would receive if the S&P 500® declines just before the end of a Segment Term. You assume the risk of earning interest at the Minimum Guaranteed Interest Rate for this Indexed Interest Crediting Strategy on that portion of your Annuity Value allocated to this crediting strategy for the Segment Term.

### One Year Point-to-Point Performance with a Cap: Hypothetical Examples\*

These examples assume a Minimum Guaranteed Interest Rate for Indexed Interest Crediting Strategies of 1%, a 0% Floor, and a 100% Participation Rate.

#### Example 1

S&P 500® Index Value on Segment Start Date	1,000
S&P 500® Index Value on Segment Maturity Date	1,070
Index Change	7%
Cap	3%
Annuity Value on Segment Start Date	\$5,000
Interest Credited at end of Segment Term	\$150
<b>Annuity Value at end of Segment Term after Interest Credited</b>	<b>\$5,150</b>

#### Example 2

S&P 500® Index Value on Segment Start Date	1,000
S&P 500® Index Value on Segment Maturity Date	950
Index Change	-5%
Cap	3%
Annuity Value on Segment Start Date	\$5,000
Interest Credited at end of Segment Term	\$50
<b>Annuity Value at end of Segment Term after Interest Credited</b>	<b>\$5,050</b>

\*Hypothetical examples are for illustrative purposes only and are not a guarantee of any specific results. The hypothetical examples assume no withdrawals were made from the Segment during the Segment Term.

Please retain this form for your records.

► **When is interest credited?**

Interest under the Declared Rate Strategy is credited daily on a compound method assuming a 365 day year.

Interest under the Indexed Interest Crediting Strategies is credited at the end of each one-year Segment Term.

- In the event of death of the Owner the date of death will be considered the Segment Maturity Date and interest will be credited at the greater of the interest rate under the indexed interest crediting strategy or the Minimum Guaranteed Rate for Indexed Interest Crediting Strategies.
- If you take a Partial and/or Systematic Withdrawal or Surrender before the end of a segment Term, interest will only be credited at the Minimum Guaranteed Interest Rate for Indexed Interest Crediting Strategies from the beginning of the Segment Term to the date of the withdrawal or Surrender.

**MINIMUM GUARANTEED INTEREST RATE FOR INDEXED INTEREST CREDITING STRATEGIES:**

The rate of interest credited will never be less than the minimum guaranteed interest rate for each indexed interest crediting strategy, which will never be less than 1.00%.

**Features and Riders**

There are no additional or optional riders available.

**Benefits**

► **How do I get annuity payments from my annuity?**

After your Contract is issued, you can withdraw up to 10% of your Annuity Value, as of the beginning of your contract year, without any Surrender Charges. Any amount in excess of 10% is subject to a Surrender Charge. If IRS Minimum Required Distributions are greater than the 10% limit, then we will increase the limit to equal the IRS Minimum Required Distributions so you can withdraw them without incurring any Surrender Charges.

**Prior to the Annuity Date:**

You may make one or more Partial Withdrawals of a portion of the Annuity Value subject to a minimum withdrawal unit of \$250. The minimum annuity value that remains after a partial withdrawal must be at least \$5,000.

Systematic Withdrawals, subject to a minimum withdrawal amount of \$100, are available and may be started at issue or at some predetermined date in the future. Systematic Withdrawals may be made for a fixed amount or for the interest that has accrued on the Annuity Value since:

- The issue date, when the option is selected at issue; or
- The last withdrawal payment, when the option is active; or
- Since the contract anniversary.

You may also Surrender your contract for the Surrender Value and apply all or a part of the Surrender Value to any of the Annuity Options offered under the contract. The minimum amount that may be applied toward an Annuity Option is \$5,000. We offer a variety of annuity options, including options that will pay you an income guaranteed for life. Your insurance agent can help you make the right choice for your needs at the time you elect to receive your annuity payments.

Any Partial Withdrawal, Systematic Withdrawal, or Surrender may be subject to a Surrender Charge as discussed in the **Fees, Expenses, & Other Charges** section of this disclosure.

**Anytime After 13 Months:**

You may elect to receive the proceeds of your contract as a lump sum payment or in a series of payments if the Annuity Value is at least \$5,000. under any of the Annuity Options offered under the Contract. The minimum amount that may be applied toward an Annuity Option is \$5,000, any amount less than \$5,000 will be paid as a lump sum. If no Annuity Option is elected, the proceeds will be applied to the default option of payments for a fixed number of years.

**Please retain this form for your records.**



**We offer the following Annuity Options:**

- Payments for a Fixed Period.
- Life Annuity with 10 or 20 Years Certain.
- Life Annuity.
- Payments of a Fixed Amount.
- Interest Payments.

Once payments under an Annuity Option begin, you will no longer be able to take withdrawals or surrender your contract. If you select a non-life contingent Annuity Option, you do have the option to commute your remaining periodic annuity payments. Life contingent Annuity Options may not be commuted.

**► What happens if the Owner dies?**

**If the Owner dies before distributions under an annuity option have begun:**

- And the sole beneficiary is your spouse; your spouse may elect to continue the contract as the sole owner.
- If not, and the contract has a Joint Owner, the surviving Owner will become the primary beneficiary and must take distribution.
- If there is no Joint Owner, the Death Benefit (the contract's Annuity Value) will become payable to the named Beneficiary(ies).

**► What happens after the Annuitant dies?**

**If the Annuitant is not the Owner and dies before the Annuity Date:**

- If a Contingent Annuitant is named, the Contingent Annuitant becomes the Annuitant.
- If there is no Contingent Annuitant:
  - If the Owner is not a natural person, the death of the Annuitant is treated as the death of the Owner and the Death Benefit becomes payable.
  - If the Owner is a natural person, a new Annuitant may be selected. If a new Annuitant is not selected, the Owner will become the new Annuitant. In the case of Joint Owners, the youngest Owner will become the new Annuitant.

**If the Annuitant under an Annuity Option dies:**

- Any remaining guaranteed payments will continue in accordance with the Annuity Option in effect at the time of the Annuitant's death.

**Fees, Expenses & Other Charges**

**Surrender Charges**

This annuity has a declining 10 year surrender charge. A charge is taken for any withdrawal in excess of the 10% free withdrawal amount allowed each contract year. The surrender charge reduces the value of your annuity

**Surrender Charge Free Withdrawal Amount**

After the contract is issued 10% of the Annuity Value, determined as of the beginning of each contract year, may be withdrawn free of Surrender Charges each year. For qualified contracts: If IRS Required Minimum Distributions are greater than the 10% limit, we will increase the limit to equal the IRS Required Minimum Distributions so you may withdraw them without incurring any Surrender Charges. The declining surrender charge is shown in this schedule:

<b>ASIA PLUS 10—NY</b>	Contract Year	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11+
	Surrender Charge	9%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

Surrender Charges may be waived in the event of disability, confinement to an eligible facility, or terminal illness. Refer to your contract for specific details about these waivers.

**Expense Charges**

There are no expense charges associated with this contract.

**Please retain this form for your records.**



## Taxes

### ► How will payouts and withdrawals from my annuity be taxed?

This will depend on the source of the money you use to purchase your annuity. Federal income tax on annuity earnings is deferred until distributions are taken from the annuity. Also, if your state imposes a premium tax, it may be deducted from the money you receive. You may wish to consult a tax professional for further information.

If you purchase your annuity with qualified funds, such as funds from a qualified retirement plan, tax-sheltered annuities, or other qualified sources, you would not have paid income tax on the money used to purchase the annuity, so the payout you receive will be taxable as income. Distributions taken before age 59 ½ are subject to a 10% tax penalty unless an exception applies. You should seek the advice of a tax advisor.

If you purchase your annuity with non-qualified funds, meaning the money used for the premium(s) did not have any special tax status and would have already been taxed, a portion of the payout you receive will be considered a return of previously taxed principal and excluded from taxation and a portion will be taxed as income.

You can exchange one tax-deferred annuity for another without paying taxes on the earnings when you make the exchange. Before you do, compare the benefits, features, and costs of the two annuities. You may incur a surrender charge if you make the exchange before the end of the surrender charge period.

There is no additional tax advantage to purchasing an annuity as a part of a qualified plan, other than the tax advantage provided by the qualified plan itself.

## Limitations of Waiver of Surrender Charges

The ASIA PLUS 10 Annuity contains a Waiver of Surrender Charge provision. It is important to note that the waiver is subject to the following limitations:

### Disability

If the original contract owner (any owner in the case of joint owners) is physically disabled for a period of 12 months, the Company will waive the surrender charge for any full surrender, partial withdrawal, or systematic withdrawal of the contract. This waiver is not available if: 1.) the contract owner is receiving Social Security Disability Benefits on the date the annuity contract is issued; 2.) the contract owner is age 65 or older when the owner becomes disabled; or 3.) the contract owner was diagnosed with a terminal illness prior to or on the date the annuity contract is issued and becomes disabled within the first two contract years.

### Confinement

If the original contract owner (any owner in the case of joint owners) is confined for 30 or more consecutive days to a state licensed hospital, convalescent care or hospice facility, no surrender charge will be imposed on any full surrender, partial withdrawal, or systematic withdrawal of the contract. The contract owner must be age 80 or younger on the date the annuity contract is issued and must have entered the hospital, convalescent care or hospice facility at least 90 days after the annuity contract is issued to be eligible for the Confinement Waiver. This waiver is not available if: 1.) the contract owner is confined to a hospital, convalescent care or hospice facility on the date the annuity contract is issued; or 2.) this application was signed by a power of attorney.

### Terminal Illness

If the original contract owner (any owner in the case of joint owners) is diagnosed with a terminal illness one year after the issue date, no surrender charge will be imposed on any full surrender, partial withdrawal, or systematic withdrawal of the contract. A terminal illness is any illness that is reasonably expected to result in death within 12 months or less from the date of diagnosis. This waiver is not available if: 1.) the contract owner was diagnosed with a terminal illness prior to or on the date the annuity contract is issued; or 2.) the contract owner is diagnosed with a terminal illness within the first contract year.

Under these waivers, the Company will waive the surrender charge upon any full surrender, partial withdrawal, or systematic withdrawal of the contract up to an aggregate amount of \$250,000 over the lifetime of the contract. This limit applies to all annuity contracts held by the original contract owner with American National Life Insurance Company of New York. Contract owners who are corporations, trustees or other non-natural persons are not eligible for these waivers.

Please retain this form for your records.

## Other Information

### ► What else do I need to know?

- These annuities do not participate directly in any stock or equity investments. You are not buying shares of a stock or an index. Dividends paid on the stocks on which the indexes are based do not increase your annuity earnings.
- We may change your annuity contract from time to time to follow federal or state laws and regulations. If we do, we will tell you about the changes in writing.
- We pay the insurance agent for selling the annuity to you.
- New York gives you 30 days to look at an annuity after you buy it. If you decide during that time that you don't want it, you can return the annuity and get all your money back. Read your contract to learn about your Notice of 30 Day Right to Cancel Contract. If this is a replacement, the right to examine period expires sixty (60) days after the contract is delivered.
- If you are using this contract to fund a qualified plan or IRA and have not elected an optional rider, you will incur no additional charges, fees or discounts taken against the contract value. See the "Fees, Expenses & Other Charges" section of this document. If you have elected an optional rider, see your rider's disclosure document for additional charges associated with that rider.
- If you did not have a face to face meeting with your insurance agent when purchasing this annuity, you can obtain general information regarding annuities from a free Annuity Buyer's Guide you can request from the Company at 1-866-490-3163.

Please retain this form for your records.

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► **NOTE:** This Disclosure Statement is a summary document and is not a part of your contract; it is not intended to be a complete explanation of your contract. Please read your contract carefully for more complete details. Contact your insurance agent or the Company with any questions.

Please retain this form for your records.



# Disclosure Statement for ASIA PLUS 10 Equity Indexed Annuity—NY

NF

(Client Acknowledgement)

American National Life Insurance Company of New York

**Mailing Address** Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
**Phone** 1-866-490-3163



Page 11 of 11

## 1 Owner/Annuitant's Statement

I confirm that:

- I have read the ASIA PLUS 10 Annuity - NY Product Brochure.
- I have read the ASIA PLUS 10 Annuity - NY Disclosure Statement and have kept a copy.
- Purchasing the ASIA PLUS 10 Annuity - NY does not give me ownership of any stock or index.

\_\_\_\_\_  
**Name of Annuitant**

X \_\_\_\_\_  
**Signature of Owner**

\_\_\_\_\_  
**Date:** Month / Day / Year

X \_\_\_\_\_  
**Signature of Joint Owner / Trustee / Partner**

\_\_\_\_\_  
**Date:** Month / Day / Year

## 2 Producer's Statement

- I certify receipt of \$ \_\_\_\_\_ given to purchase an ASIA PLUS 10 Annuity—NY contract.
- 1035 Exchange    Transfer of Funds

I certify that:

- A complete copy of this Disclosure Statement has been provided to the owner; and
- I have reviewed the Disclosure Statement with the Owner and informed the owner of the features of the contract and potential consequences of the transaction both favorable and unfavorable.
- I have not made statements that differ from this material nor have I made any promises about the expected future values of this annuity.
- If the source funds for this annuity originated from a qualified retirement plan or IRA, I am relying on the 84-24 Prohibited Transaction Exemption and I have provided a Disclosure and Acknowledgment form as required by the U.S. Department of Labor regulations, including the commissions that I will receive.

X \_\_\_\_\_  
**Signature of Agent/Producer**

\_\_\_\_\_  
**Agent/Producer PC Number, SSN, or TIN**

- **NOTE:**
- A copy of the Client Acknowledgement, page 11, must be sent in with application packet. (Client Copy to be left with client).
  - This Disclosure is intended to be used with Form IA13(NY).

Not FDIC/NCUA insured | Not a deposit | Not insured by any federal government agency | May lose value



# Equity Index Disclosure for Equity Indexed Annuity

American National Life Insurance Company of New York

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**Mailing Address** Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
**Phone** 1-866-490-3163

Page 1 of 2

## AGENT INSTRUCTIONS

This disclosure is required to be provided to the applicant at the time of application.

## DECLARED INDEX (INDICES)

### S&P 500®

The S&P 500® Index is a product of S&P Dow Jones Indices LLC or its affiliates (“SPDJ”) and has been licensed for use by American National Life Insurance Company of New York. S&P®, S&P 500®, US 500, The 500, iBoxx®, iTraxx® and CDX® are trademarks of S&P Global, Inc. or its affiliates (“S&P”); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC (“Dow Jones”); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by American National Life Insurance Company of New York. It is not possible to invest directly in an index. American National Life Insurance Company of New York’s product(s) are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, “S&P Dow Jones Indices”). S&P Dow Jones Indices does not make any representation or warranty, express or implied, to the owners of American National Life Insurance Company of New York’s product(s) or any member of the public regarding the advisability of investing in securities generally or in American National Life Insurance Company of New York’s product(s) particularly or the ability of the S&P 500® Index to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices’ only relationship to American National Life Insurance Company of New York with respect to the S&P 500® Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The S&P 500® Index is determined, composed and calculated by S&P Dow Jones Indices without regard to American National Life Insurance Company of New York or American National Life Insurance Company of New York’s product(s). S&P Dow Jones Indices have no obligation to take the needs of American National Life Insurance Company of New York or the owners of American National Life Insurance Company of New York’s product(s) into consideration in determining, composing or calculating the S&P 500® Index. S&P Dow Jones Indices have no obligation or liability in connection with the administration, marketing or trading of American National Life Insurance Company of New York’s product(s). There is no assurance that investment products based on the S&P 500® Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment adviser, commodity trading advisory, commodity pool operator, broker dealer, fiduciary, promoter” (as defined in the Investment Company Act of 1940, as amended), “expert” as enumerated within 15 U.S.C. § 77k(a) or tax advisor. Inclusion of a security, commodity, crypto currency or other asset within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, commodity, crypto currency or other asset, nor is it considered to be investment advice or commodity trading advice.

NEITHER S&P DOW JONES INDICES NOR THIRD PARTY LICENSOR GUARANTEES THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P 500<sup>®</sup> INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK OWNERS OF AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK PRODUCT(S), OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500<sup>®</sup> INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. S&P DOW JONES INDICES HAS NOT REVIEWED, PREPARED AND/OR CERTIFIED ANY PORTION OF, NOT DOES S&P DOW JONES INDICES HAVE ANY CONTROL OVER, THE LICENSEE PRODUCT REGISTRATION STATEMENT, PROSPECTUS OR OTHER OFFERING MATERIALS. THERE ARE NO THIRD-PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

**The calculation of the index's rate of return excludes dividends paid on the securities underlying the index. Over the ten year period ending December 31, 2023, the returns on the index were lower, compared to the same index including dividends, by an average of 1.77%.**

This Disclosure is intended to be used with Form IA13(NY).



## Rate Lock Procedures for Replacement/Exchange

Rate lock procedures apply when the annuity the client has applied for would replace another annuity or a life insurance policy that qualifies as a § 1035 IRC exchange. If a replacement or transfer is not involved, these procedures will not apply and the client will receive the crediting factors on the date the contract is issued.

Subject to the terms of American National Life Insurance Company of New York’s rate lock procedures, the crediting strategy options that were selected in the contract will receive the set of crediting factors in effect on either:

1. The contract issue date; or
2. the date the Application and the Definition of Replacement form was signed as long as the premium is received within 60 calendar days.

The steps below explain how American National determines which date should be used to assign the crediting factors to the crediting strategy options selected in the contract.

Of the six crediting strategy options on the hierarchy table to the right, look to the crediting strategy option for which allocated the highest percentage of premium payment (if assigned to the same highest percentage to multiple crediting strategy options, from those, American National uses the crediting strategy option with the highest rank on the hierarchy table). From that identified crediting strategy option, compared to the crediting factor on the issue date with the crediting factor on the date the Application and the Definition of Replacement form was signed. The date with the higher crediting factor will be the date the contract receives, and the date used to assign the crediting factors to the crediting strategy options selected. If, however, the crediting factors are the same, repeat the steps above with the next highest percentage of allocated premium payment (or if multiple crediting strategy options had the same allocation percentage, move to the next highest rank in the hierarchy table).

If all allocated crediting strategy options have crediting factors that are the same on both dates, the crediting factors of the remaining crediting strategy options are compared, beginning with the highest ranked crediting strategy option on the hierarchy table. If a rate difference is found, the date with the higher crediting factor is used to be the date the contract is received.

Hierarchy Table		
Rank	Crediting Strategy Options	Crediting Factor
1	One-year Point-to-Point with a Cap - 100% Participation	Annual Cap
2	One-year Point-to-Point with a Cap - 75% Participation	Annual Cap
3	One-year Point-to-Point with a Cap - 50% Participation	Annual Cap
4	One-Year Performance with a Specified Rate	Specified Rate
5	One-Year Total Sum Performance with a Monthly Cap	Monthly Cap
6	Declared Rate Strategy	Interest Rate

If all the interest crediting factors for all crediting strategy options are the same, then the contract is issued based on the highest blended minimum guaranteed interest rate in effect on either the date the client signed the Application and the Definition of Replacement form or the Issue Date.

**The rate lock program is intended to provide more favorable interest crediting strategy factors. However, that may not necessarily be the case depending upon how the client allocates the premium payment, how the index performs over the one year period of time, and what changes have been made to the interest crediting strategy factors. But, there is no guarantee regarding the rate lock procedures.**

## Example One

### Assumptions

- \$100,000 Premium
- Date of Application and the Definition of Replacement form Signed: June 28, 2022
- Issue Date: July 8, 2022

### Allocations

- 20% Point-to-Point 75% Participation
- 40% Point-to-Point 50% Participation
- 30% Performance w/ a Specified Rate
- 10% Declared Rate

Crediting Strategy Options	Crediting Factor	
	June	July
Point-to-Point 75% Participation	5.00% Cap	4.75% Cap
Point-to-Point 50% Participation	9.00% Cap	9.25% Cap
Performance w/ a Specified Rate	3.10% Specified Rate	Currently Unavailable
Total Sum Performance with a Monthly Cap	1.90% Monthly Cap	2.00% Monthly Cap
Declared Rate	1.70%	1.85%

### Rate Lock Steps

The point-to-point 50% participation credit strategy option has the highest percentage of premium allocated to it.



Since the July cap (9.25%) is higher than the June cap (9.00%), your contract will receive the set of crediting factors in effect on the issue date, July 8, 2022.

### Special Note

In this example, the performance with a specified rate crediting strategy option is not available in July. If this is ever the case, the client will need to choose a new crediting strategy option for the amount allocated to the crediting strategy option that is no longer available.



# Example Two

## Assumptions

- \$100,000 Premium
- Date of Application and the Definition of Replacement form Signed: June 28, 2022
- Issue Date: July 8, 2022

## Allocations

- 25% Point-to-Point 100% Participation
- 25% Point-to-Point 75% Participation
- 25% Total Sum Performance with a Monthly Cap
- 25% Declared Rate

Crediting Strategy Options	Crediting Factor	
	June	July
Point-to-Point 75% Participation	5.00% Cap	Currently Unavailable
Point-to-Point 50% Participation	9.00% Cap	Currently Unavailable
Performance w/ a Specified Rate	3.10% Specified Rate	3.00% Specified Rate
Total Sum Performance with a Monthly Cap	1.90% Monthly Cap	3.00% Monthly Cap
Declared Rate	1.70%	1.85%

## Rate Lock Steps

All allocations are equal. Locate the strategy with the highest rank on the hierarchy table.



The highest rank is the point-to-point 100% participation strategy. The rates on both dates are equal, continue down the hierarchy table.



The next rank is the point-to-point 75% participation strategy. This strategy is not available in July, so June is considered to be the higher rate.



Rate lock will use the date the Application and the Definition of Replacement form was signed: June 28, 2022.

# Example Three

## Assumptions

- \$100,000 Premium
- Date of Application and the Definition of Replacement form Signed: June 28, 2022
- Issue Date: July 8, 2022

## Allocations

- 25% Point-to-Point 100% Participation
- 25% Point-to-Point 75% Participation
- 25% Total Sum Performance with a Monthly Cap
- 25% Declared Rate

Crediting Strategy Options	Crediting Factor	
	June	July
Point-to-Point 100% Participation	3.25% Cap	3.25% Cap
Point-to-Point 75% Participation	5.00% Cap	Currently Unavailable
Point-to-Point 50% Participation	9.00% Cap	Currently Unavailable
Performance w/ a Specified Rate	3.10% Specified Rate	3.00% Specified Rate
Total Sum Performance with a Monthly Cap	1.90% Monthly Cap	2.00% Monthly Cap
Declared Rate	1.70%	1.85%

## Rate Lock Steps

All allocations are equal. Locate the strategy with the highest rank on the hierarchy table.



The highest rank is the point-to-point 100% participation strategy. The rates on both dates are equal, continue down the hierarchy table.



The next rank is the performance with a specified rate strategy. The June rate of 3.10% is higher than the July rate of 3.00%.



Rate lock will use the date the Application and the Definition of Replacement form was signed: June 28, 2022.

When a person buys this annuity the person is not buying an ownership interest in any stock or index. The index does not reflect dividends paid on stocks underlying the index. Indexed strategies earn interest related to the performance of an Index. Whether an indexed strategy earns interest or not and the amount of interest earned depends on a number of factors including: index performance, participation rate, cap, segment term, and the minimum guaranteed interest rate for indexed strategies. There is not one particular interest crediting strategy that will deliver the most interest under all economic conditions. Past performance of the index is no guarantee of future results. Form IA13(NY); PTP13(NY); IYRTS13(NY); SRS13(NY). American National Life Insurance Company of New York, Glenmont, New York.



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**Mailing Address** Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
**Phone** 1-866-490-3163



Page 1 of 2

**1 Applicant Information**

Applicant Name  
 \_\_\_\_\_

**2 Sales Material**

Other than the required Product Disclosure, please indicate below all sales material used with the client in the sale of this contract. If an item is not listed, a copy of it should be submitted with the application.

**Annuities**

<p><b>ASIA PLUS 7 Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form ANY-10773)</p> <p><input type="checkbox"/> EIA Disclosure (Form ANY-208)</p> <p><input type="checkbox"/> Rate Lock Procedure (Form ANY-10789)</p> <p><input type="checkbox"/> Illustration</p> <p><b>ASIA PLUS 10 Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form ANY-10774)</p> <p><input type="checkbox"/> EIA Disclosure (Form ANY-208)</p> <p><input type="checkbox"/> Rate Lock Procedure (Form ANY-10789)</p> <p><input type="checkbox"/> Illustration</p>	<p><b>WealthQuest Citadel 5 Diamond Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10593)</p> <p><input type="checkbox"/> Illustration</p> <p><b>WealthQuest Citadel 7 Diamond Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10597)</p> <p><input type="checkbox"/> Illustration</p> <p><b>Palladium Multi-Year Guarantee Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 4884)</p> <p><input type="checkbox"/> Illustration</p>	<p><b>Palladium Immediate Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10273)</p> <p><input type="checkbox"/> Illustration</p> <p><b>Century Plus Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 11011)</p> <p><input type="checkbox"/> Illustration</p>
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**Life Insurance**

<p><b>Signature Guaranteed Universal Life Insurance–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10801)</p> <p><input type="checkbox"/> Preliminary Information</p>	<p><b>Signature Indexed Universal Life Insurance–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10694)</p> <p><input type="checkbox"/> Equity Indexed Disclosure (Form ANY-72)</p> <p><input type="checkbox"/> Illustration</p>	<p><b>Signature Whole Life Insurance–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10916)</p> <p><input type="checkbox"/> Illustration</p>
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**3 Other Sales Material**

If any other sales material used, please list:

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**4 Signatures**

I verify that all sales material used in the sale and writing of this application is contained in the above list, that copies of any sales material used but not listed above are attached and if a replacement, is within American National Life Insurance Company of New York's written position with respect to the acceptability of replacements.

\_\_\_\_\_  
**Agent Name**

\_\_\_\_\_  
**Agent Code**

x \_\_\_\_\_  
**Signature of Agent**

\_\_\_\_\_  
**Date:** Month / Day / Year

# Regulation 60



**This packet details the procedures that must be followed on all replacements in the state of New York.**

## ANNUITIES

- ANICO Strategy Indexed Annuity Plus 7 – NY
- ANICO Strategy Indexed Annuity Plus 10 – NY
- WealthQuest® Citadel 5 Diamond Annuity – NY
- WealthQuest® Citadel 7 Diamond Annuity – NY
- Palladium® Immediate Annuity – NY
- Palladium® Multi-Year Guarantee Annuity – NY
- Century Plus Annuity – NY

## LIFE INSURANCE

- Signature Guaranteed Universal Life Insurance – NY
- Signature Indexed Universal Life-NY
- Signature Whole Life Insurance – NY



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ANY-25-LAD | 08.23

# New York Regulation 60 Replacement Procedures



## Step 1

- For all New York applications, complete the Definition of Replacement (Form: ANY-112).  
If questions 1–6 are all answered NO, continue to Step 2. If any questions are answered YES, skip to Step 3.
- For all New York applications, complete the Verification of Sales Material (Form: ANY-24-LAD)
- Include proposal with ANY-24-LAD

## Step 2 (Non-Replacement)

- Complete, sign and date the Definition of Replacement (Form ANY-112)
- Complete application and all state required forms
- Leave a copy with the applicant
- Submit all forms
- No further action is required

**Note: All forms should be signed and dated at the same time.**

## Step 3 (Replacement)

- Complete, sign and date the following forms:
  - ANY-112 (Definition of Replacement)
  - ANY-110 (Important Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts)
  - ANY-11125 (Confirmation of Recommendation)
  - ANY-23 (Notification of Potential Replacement and Authorization to Release Information)

**Note: ANY-23 must be submitted for each policy being replaced.**

- Include most recent annual or quarterly statement for each policy being replaced
- Complete application and all other state required forms
- Leave a copy with the applicant
- Submit all forms listed above

**Note: All forms should be signed and dated at the same time.**

## Step 4 (Processed by American National)

- Upon receipt of all required forms in good order, American National will forward ANY-23 to the Existing Insurer. American National will give the Existing Insurer 20 days to provide the requested information.
- If the requested information is not received in 20 days, American National will continue to step 5.

## Step 5 (Disclosure Statement-Processed by American National and Agent)

- Upon receipt of replacement information from Existing Insurer, American National will complete the appropriate Disclosure Statement (Form ANY-111 or ANY-113).

**Note: if American National has not received the requested information from the Existing Insurer within 20 days the company will use good faith approximates, based on information obtained from the provided Annual or Quarterly statement.**

- American National forwards the completed Disclosure Statement (Form ANY-111 or ANY-113) to the Agent. If applying for an annuity, the Confirmation of Recommendation (ANY-11125) will also be sent by American National.
- Agent completes the Agent Statement section of the Disclosure Statement (Form ANY-111 or ANY-113) and signs the Confirmation of Recommendation (ANY-11125), confirming their continued recommendation of the product, and returns both forms to American National.

**Note: Applicant's signature is not required.**

**Important: The policy will NOT be issued until the Agent signs and returns the completed Disclosure Statement (Form ANY-111 or ANY-113) AND the Confirmation of Recommendation (ANY-11125).**

Upon receipt of the signed and completed Disclosure Statement, and good order completion of underwriting and/or outstanding requirements, the policy will be issued. The Disclosure Statement will be included with the Policy Packet and mailed to the Agent for delivery to the Applicant.

## Life Forms

May be submitted by mail, email, or fax to:

**Mail:** American National Life Insurance Company of New York  
Mail Processing Center  
P.O. Box 4408  
Springfield, MO 65808-4408

**Email:** ANICONYLIFE@AmericanNational.com

**Fax:** 281-538-6727

## Annuity Forms

**Must be submitted as originals. Please submit all Regulation 60 forms along with the application to:**

**Mail:** American National Life Insurance Company of New York  
Mail Processing Center  
P.O. Box 4408  
Springfield, MO 65808-4408

If requested, any additional annuity Regulation 60 correspondence may be submitted by email or fax to:

**Email:** ANICONYANNUITY@AmericanNational.com

**Fax:** 281-535-4623

**Additional Information:** If an application or other required forms are not submitted accurately or are incomplete, American National will notify the agent of the deficiency. If the deficiency is not corrected within ten (10) days of receipt of the application, the application must be rejected. In the event the life insurance policy or annuity contract is issued differently than applied for, the Disclosure Statement will reflect the correct values.



AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

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**Appendix 11**

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK



page 1 of 2

Mailing Address:  
Mail Processing Center, Life Insurance Administration, 1949 E Sunshine St, Springfield, MO 65899-0001  
Business: (866) 490-3163

**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 NO. 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                      PRINTED NAME

\_\_\_\_\_  
DATE                      SIGNATURE OF APPLICANT                      PRINTED NAME

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

\_\_\_\_\_  
DATE                      SIGNATURE OF AGENT OR BROKER                      PRINTED NAME



**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 STATE 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 EFFECT 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: \_\_\_\_\_



**Notification of Potential Replacement and Authorization to Release Information**  
**AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK**

Mailing Address:  
 Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
 Business: (866) 490-3163



Section 1. Existing Insurer's Information

(Please provide the Reg60 Contact address for the company being replaced listed on the New York State Department of Financial Services website, <http://www.dfs.ny.gov/insurance/reg60/reg60contacts.htm>.)

Company Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Policy/Contract Owner(s) Name, DOB, Address: \_\_\_\_\_

Policy/ContractNumber(s): \_\_\_\_\_

Section 2. Replacing Agent's/Broker's Information

Agent/Broker's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(To be completed by American National Home Office)

ANICONY Contract Number: \_\_\_\_\_

ANICONY Product Applying For: \_\_\_\_\_ Qualified  or Non-Qualified

Immediate  or Deferred

Section 3. Authorization to Release Information

The policy/contract listed above may be replaced. By signing below, the contract owner(s) authorizes and request the above named replacing agent and American National Life Insurance Company of New York to obtain account information from the current insurer related to the existing life insurance policy or annuity contract. Please provide the information, on the above named policy/contract, necessary to complete the "Disclosure Statement".

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Annuity Contracts</b>	<b>Policy # 1</b>	<b>Policy # 2</b>
Policy Number:		
Name of Insured(s)		
Name of Policyowner(s):		
*Type of Annuity:		
Issue Date:		
Current Interest Rate:		
Guaranteed Interest Rate:		
Account Value:		
Surrender Charge (Amt):		
Plus/Minus MVA (if any) (Amt):		
Surrender Value:		
<i>If variable use hypothetical rates of returns 0%, 6%, 12%</i> SV @ Guar Rate in 5 yrs: SV @ Guar Rate in 10 yrs:		
SV @ Current Rate in 5 yrs: SV @ Current Rate in 10 yrs:		
DB @ Guar Rate in 5 yrs: DB @ Guar Rate in 10 yrs:		
DB @ Current Rate in 5 yrs: DB @ Current Rate in 10 yrs:		
<b>Life Contracts</b>	<b>Policy # 1</b>	<b>Policy # 2</b>
Policy Number:		
Name of Insured(s)		
Name of Policyowner(s):		
Type of Life Product:		
Face Amount:		
Rider (s) Type and Amount:		
Issue Date:		
Surrender Charge: (amt)		
Guaranteed Interest Rate:		
Loan Interest Rate:		
Contestable Expiry Date:		
Suicide Expiry Date:		
DB Reduction to: (Face)		
Reduced Paid-Up For: (Face)		
Extended Term For: (Date)		
Cash Release at Time of Change Date and Amount:		
<b>Annual Premium Amt</b> At Present: 5 Years Hence: 10 Years Hence:		

<b>Surrender Value</b> At Present: 5 Years Hence: 10 Years Hence:		
<b>Death Benefit</b> At Present: 5 Years Hence: 10 Years Hence:		
<b>Dividends</b> At Present: 5 Years Hence: 10 Years Hence:		

\*If the existing contract is a deferred annuity, please provide details regarding the guaranteed immediate income options available under the existing policy including the monthly payout amounts available under each option.



**Mailing Address** Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
**Phone** 1-866-490-3163



Page 1 of 2

**1 Applicant Information**

Applicant Name  
 \_\_\_\_\_

**2 Sales Material**

Other than the required Product Disclosure, please indicate below all sales material used with the client in the sale of this contract. If an item is not listed, a copy of it should be submitted with the application.

**Annuities**

<p><b>ASIA PLUS 7 Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form ANY-10773)</p> <p><input type="checkbox"/> EIA Disclosure (Form ANY-208)</p> <p><input type="checkbox"/> Rate Lock Procedure (Form ANY-10789)</p> <p><input type="checkbox"/> Illustration</p> <p><b>ASIA PLUS 10 Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form ANY-10774)</p> <p><input type="checkbox"/> EIA Disclosure (Form ANY-208)</p> <p><input type="checkbox"/> Rate Lock Procedure (Form ANY-10789)</p> <p><input type="checkbox"/> Illustration</p>	<p><b>WealthQuest Citadel 5 Diamond Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10593)</p> <p><input type="checkbox"/> Illustration</p> <p><b>WealthQuest Citadel 7 Diamond Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10597)</p> <p><input type="checkbox"/> Illustration</p> <p><b>Palladium Multi-Year Guarantee Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 4884)</p> <p><input type="checkbox"/> Illustration</p>	<p><b>Palladium Immediate Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10273)</p> <p><input type="checkbox"/> Illustration</p> <p><b>Century Plus Annuity–NY</b></p> <p><input type="checkbox"/> Brochure (Form 11011)</p> <p><input type="checkbox"/> Illustration</p>
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**Life Insurance**

<p><b>Signature Guaranteed Universal Life Insurance–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10801)</p> <p><input type="checkbox"/> Preliminary Information</p>	<p><b>Signature Indexed Universal Life Insurance–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10694)</p> <p><input type="checkbox"/> Equity Indexed Disclosure (Form ANY-72)</p> <p><input type="checkbox"/> Illustration</p>	<p><b>Signature Whole Life Insurance–NY</b></p> <p><input type="checkbox"/> Brochure (Form 10916)</p> <p><input type="checkbox"/> Illustration</p>
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**3 Other Sales Material**

If any other sales material used, please list:

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**4 Signatures**

I verify that all sales material used in the sale and writing of this application is contained in the above list, that copies of any sales material used but not listed above are attached and if a replacement, is within American National Life Insurance Company of New York's written position with respect to the acceptability of replacements.

\_\_\_\_\_  
**Agent Name**

\_\_\_\_\_  
**Agent Code**

x \_\_\_\_\_  
**Signature of Agent**

\_\_\_\_\_  
**Date:** Month / Day / Year



# Rate Lock Procedures

## New York



American National Life Insurance Company of New York has rate lock provisions in place to allow our customers and agents time to secure the best rates in effect. American National Life Insurance Company of New York issues fixed deferred and immediate annuities upon receipt of all premium(s) and paperwork in good order. “Good Order” means that 1) all required forms are properly completed and signed and 2) the agent is licensed and appointed. Paperwork deemed to be not in good order will result in delays in the annuity being issued.

The effective date of a fixed deferred or immediate annuity will be the date the premium is received at American National Life Insurance Company of New York. If more than one premium is received for the same annuity, the effective date of the policy will be the date the last premium is received.

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### Cash with Application (CWA)

- To “lock-in” the previous month’s interest rate, the application, check, and Definition of Replacement form must be signed and dated in the prior month. The application, check, and Definition of Replacement form must be received within the first three business days of the month. Applications received after the third business day of the month will receive the then-current “new money” rates.
- To “lock-in” a quote for a single premium immediate annuity, the application, proposal, check, and Definition of Replacement form must be received within seven days from the date the proposal was prepared. Applications received beyond the seventh day will receive annuity payments based upon current calculations in effect on the date of issue.

### Wires

To “lock-in” the previous month’s interest rate, the application and Definition of Replacement form must be signed and dated in the prior month. The application, Definition of Replacement form, and wire must be received within the first three business days of the month. Applications received after the third business day of the month will receive the then-current “new money” rates.

## 1035 Exchange, Transfer, Rollover, or Transfer of Funds from Non-Insurance Accounts to Non-Qualified Annuities

- To “lock-in” the previous month’s interest rate, the application must be received within the first three business days of the month. A 60-day rate lock period begins on the date the application is signed.
- A 60-day rate lock period will apply to 1035 exchanges, transfers, rollovers and transfer of funds from non-insurance accounts to non-qualified annuities. The request may be initiated by the agent, client or American National Life Insurance Company of New York.
- If multiple premiums are expected, the annuity will not be issued until all premiums have been received. If the last premium is received after the expiry of the 60-day rate lock period, the rate lock will not apply to any of the premium.
- Transferred funds from non-qualified non-insurance funds which would qualify for the 60-day rate lock period include Mutual Fund Shares, Certificates of Deposit, Brokerage Accounts, or any other financial institution funds. Non-qualified funds which would not qualify for the 60-day rate lock period include funds from a checking or savings accounts.
- On the date of issue, the contract will be credited with the higher rate in effect on the date the Application and the Definition of Replacement form was signed or the then-current “new money” rate in effect. Premium(s) received after the expiry of the 60-day rate lock will receive the then-current “new money” rates. Rates that are in effect for any period between the application date and the issue date are not considered.

## The Rate Which American National Life Insurance Company of New York Will Lock Varies by Product

- **Fixed Deferred Annuities**  
The rate lock date will be the date that produces the greater declared accumulation interest rate. The annuity will be issued with the greater declared accumulation interest rate in effect on the date the Application and the Definition of Replacement form was signed or on the date of issue.
- **Single Premium Immediate Annuities**  
The rate lock will be based on the highest annuity payment calculated on the date the Application and the Definition of Replacement form was signed or on the date of issue.
- **Indexed Annuity**  
The rate lock will be based on the crediting factors in effect on the date the contract is issued. If the annuity is a replacement or exchange, please see the rate lock procedures for ASIA PLUS.  
(Form ANY-10789)

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For Agent Use Only; Not for Distribution or Use with Consumers.



AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK | Glenmont, New York

888-501-4043 | LAD.AmericanNational.com

For Agent Use Only; Not for Distribution or Use with Consumers.

LAD10071 | 08-23



Qualified Transfer or Rollover Request
AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

page 1 of 3

Mailing Address:
Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408
Business: (866) 490-3163



This form can be used to accomplish a FULL or a PARTIAL Trustee to Trustee Transfer or Direct Rollover of qualified accounts. Complete either section 3 for Transfers or section 4 for Direct Rollovers. A separate form must be submitted for each surrendering company and for each existing Policy/Contract/Account Number. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated.

[ ] New ANICO Annuity Contract [ ] Existing ANICO Contract Number: \_\_\_\_\_

1. Funds Coming From

Transfer Company Name: \_\_\_\_\_ Transfer Company Phone Number: \_\_\_\_\_ Transfer Company Fax Number: \_\_\_\_\_

Transfer Company Address: Number/Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Name of Insured/Annuitant: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name of Owner: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Policy/Contract/Account Number with Transfer Company: \_\_\_\_\_

NOTE:

- The Owner and Insured/Annuitant information must match the existing policy/contract/account held at the other carrier.
If Inherited IRA, the Owner and Annuitant's name must be in the following format: Deceased IRA Holder Name FBO Living Beneficiary Name.
Joint Annuitants are only accepted on Immediate Annuities.

2. Complete This Section for Transfer Requests and Direct Rollover Requests

[ ] Total, Full Liquidation \$ \_\_\_\_\_ [ ] Partial, \_\_\_\_\_ % or \$ \_\_\_\_\_

Please send these funds to American National Life Insurance Company of New York

[ ] Immediately [ ] Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

3. Only Complete This Section for Transfer Requests

IRA/TSA Transfer into an annuity contract of the same qualification type (i.e. TSA, IRA, or both ROTH IRA) Transfer of a non-spousal inherited IRA is only permitted if the original IRA owner's date of death was prior to January 1, 2020.

As owner of the policy, contract, or account indicated in Section 1, I hereby request transfer of:

- Tax-Sheltered Annuity (IRC Section 403(b)) [ ] ROTH I.R.A. or Annuity (IRC Section 408)
Individual Retirement Account or Annuity (IRC Section 408) [ ] SEP IRA
Inherited Individual Retirement Account or Annuity [ ] Governmental 457 Deferred Compensation Plan
Qualified Employer Plan (IRC Section 401) (This may include Pensions, Profit-Sharing Plan, 401(K))

By signing below, I authorize the transfer of the qualified assets in the manner described above and certify that all of the information provided by me is correct and may be relied upon by the Trustee or Custodian. I understand that I am responsible for determining my eligibility to transfer within the limits set forth by tax laws, related regulations, and plan agreements. I assume responsibility for any tax consequences or penalties that may apply to the transfer of my assets.

X \_\_\_\_\_
Signature of Owner Date

X \_\_\_\_\_
Signature of Agent Date

X \_\_\_\_\_
Signature of Guarantee (if required) Date

Signature Requirements:

- Custodian - Custodian must sign with Custodian designation next to name.
Guardian - Guardian must sign with Guardian designation next to name and provide guardianship paperwork.
Power of Attorney - Attorney-in-Fact must sign with POA designation next to name.
Pension Plan - Trustee of the plan must sign and have Trustee designation next to name.



**5. Policy/Contract/Account Statement**

Policy/Contract/Account Included *If policy/contract/account is not lost, please submit with this form.*

Certificate of Lost Policy/Contract/Account

I certify that the above numbered policy/contract/account has been lost or destroyed and to the best of my knowledge and belief, is not in anyone's possession.

Not Applicable, The Existing Policy/Contract/Account is a Partial Transfer or Direct Rollover.

**6. Required Minimum Distribution (RMD) Information**

If this rollover is being made during or after the first year for which you must take a required minimum distribution, you must **satisfy the RMD prior to rolling over your qualified account(s).**

If you have attained the age in which you are required to take required minimum distributions, and are requesting a Trustee to Trustee Transfer, select one of the following:

I have or will satisfy my RMD from another source.

Distribute my RMD to me before transferring my qualified funds.

**7. Special Instructions**

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**8. Acceptance of Funds (To be completed by American National Life Insurance Company of New York)**

This is to certify that American National Life Insurance Company of New York will accept the funds to establish a qualified annuity. Please do not withhold any taxes from the amount being transferred.

American National Life Insurance Company of New York  
P.O. Box 4408  
Springfield, MO 65808-4408  
1-866-490-3163

*If shipping via overnight service:*

American National Life Insurance Company of New York  
Mail Processing Center  
Attn: New York Unit 4408  
1949 E. Sunshine St.  
Springfield, MO 65899-0001

**Please make check payable to: American National Life Insurance Company of New York**

By \_\_\_\_\_ (Signature/Title) Date \_\_\_\_\_



Mailing Address:  
Mail Processing Center, Life Insurance Administration, 1949 E Sunshine St, Springfield, MO 65899-0001  
Business: (866) 490-3163

**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 NO. 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                      PRINTED NAME

\_\_\_\_\_  
DATE                      SIGNATURE OF APPLICANT                      PRINTED NAME

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION:

YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
DATE                      SIGNATURE OF AGENT OR BROKER                      PRINTED NAME



**Trust Certification**  
**American National Life Insurance Company of New York**

**Mailing Address** Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
**Phone** 1-866-490-3163



Page 1 of 2

▶ **NOTE:** This form is to be completed when a trust is named as owner or beneficiary.

**1 Contract Policy Information**

Proposed Insured's First Name      M.I.      Last Name  
 \_\_\_\_\_

**Trust will be:**    Owner     Beneficiary     Both Owner and Beneficiary

**2 Information about the Trust**

**In consideration of American National Life Insurance Company of New York opening and/or maintaining one or more contracts and/or policies with the Trust named below as owner or beneficiary, the undersigned Trustee(s), certify as follows:**

Full Name of the Trust  
 \_\_\_\_\_

Date Trust Created      State Where Trust Created      Date of Latest Trust Amendment  
 \_\_\_\_\_

Trust Tax Identification Number      Name of Grantor/Settlor Who Established Trust  
 \_\_\_\_\_

Street Address      City      State      ZIP  
 \_\_\_\_\_

**Type of Trust:**    Revocable     Irrevocable     Testamentary

**If Multiple Trustees:**    a majority may act for all     anyone may act independently     all must act unanimously

**Name of the Successor Trustee(s)** (if any) \_\_\_\_\_      <sup>x</sup> \_\_\_\_\_  
**Signature of Successor Trustee(s)** (if any)

What is the length and nature of relationship between the Trustee(s) and Grantor/Settlor: \_\_\_\_\_  
 \_\_\_\_\_

Does the Trust contain a spendthrift Provision that prohibits a beneficiary or creditor of a trust beneficiary from anticipating or attaching an interest in the trust?.....  **Yes**    **No\***

**\*If No**, explain reason for leaving this provision out: \_\_\_\_\_  
 \_\_\_\_\_

Can the trust be merged or consolidated with another trust? .....  **Yes**    **No**

Is the beneficiary granted a power of appointment (ability to appoint property during life or at death)? .....  **Yes\***    **No**

**\*If Yes**, is the power limited to persons who (a) are related to the insured by blood or law, (b) have a substantial interest in the proposed insured engendered by love and affection, or (c) hold a lawful and substantial economic interest in the continued life of the proposed insured? .....  **Yes**    **No**



### 3 Declarations and Certifications

The undersigned Trustee(s) do hereby declare, certify and understand the following:

1. All information provided on this Certification is accurate and complete.
2. The named trust is currently in effect and has not been revoked, modified or amended in any manner that would cause the representations in this Certification to be incorrect.
3. Beneficial interest under the Trust can and will only be established for persons who (a) are related to the Proposed Insured by blood or law, (b) have a substantial interest in the Proposed Insured engendered by love and affection, or (c) hold a lawful and substantial economic interest in the continued life of the Proposed Insured.
4. That American National Life Insurance Company of New York ("the Company") is relying exclusively on the representations in this Certification and not upon a review of the trust document, even if the trust document has been or is later provided. The Company reserves the right to require the trustee(s) to provide a copy of the trust agreement either before or after the Policy is issued, for any reason the Company may determine. The Company is permitted to rely upon the representations in this Certification, unless or until notice of any change, amendment, or revocation is provided in writing and delivered to the Company.
5. I/We are duly authorized to act as trustee(s) under the terms of the trust provisions and/or applicable law. I/We have the power to exercise all rights associated with ownership of a life insurance policy, including, but not limited to, purchase, surrender, selection of and transfers between variable funding options, withdrawal of funds, taking a loan or other encumbrance and assignment of the policy.
6. Each of the undersigned, jointly and severally, individually, and as trustee, indemnifies the Company and agrees to hold the Company harmless against all obligations, demands, losses or liabilities (including attorney's fees) that the Company incurred, suffered, or paid or may incur, suffer or pay in the future because of the Company's reliance on this Certification and/or transactions or actions by the undersigned. By indemnifying the Company, each of the undersigned, jointly and severally, individually, and as trustee, indemnifies the Company's agents, officers and employees. This indemnification shall survive termination of this document or the life insurance policy.
7. That neither the Company nor its agents are responsible for estate planning and tax implications associated with the Trust's ownership of a life insurance policy, that they may not give legal or tax advice and that the Company's acceptance of this Certification is not an endorsement of the named trust. I/We have had the opportunity to consult with an independent attorney and/or tax advisor, to the extent necessary, before executing this Certification.
8. **I/We agree to inform the Company immediately in writing of any trust amendments, change of trustee(s), or other facts and events that would affect or alter the recipients of the beneficial interest of the Trust or any of the representations in this Certification.**
9. The Proposed insured has been informed or is otherwise aware that a policy is being purchased on his/her life.
10. That the Company will not be responsible for the performance of said trustee's duties as trustee, nor for the use of any money paid to such trustee and will be fully discharged in making any payment to such trustee and it is agreed that no trust referred to herein shall vary the terms of the insurance contract or application or be otherwise binding on the Company.

Name of Trustee #1 (please print)	X _____	Date: Month/Day/Year
Street Address	City	State      ZIP

Name of Trustee #2 (please print)	X _____	Date: Month/Day/Year
Street Address	City	State      ZIP

Name of Trustee #3 (please print)	X _____	Date: Month/Day/Year
Street Address	City	State      ZIP



# Non-Qualified Transfer and 1035 Exchange Request

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

page 1 of 3

Mailing Address:  
Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408  
Business: (866) 490-3163



This form can be used to accomplish a FULL or a PARTIAL Exchange of policies pursuant to Internal Revenue Code (IRC) Section 1035. Complete either section 2 for 1035 Exchanges or section 3 for Non-1035 Exchanges. A separate form must be submitted for each surrendering company and for each existing Policy/Contract/Account Number. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated.

**New ANICO Annuity Contract**       **Existing ANICO Contract Number:** \_\_\_\_\_

### 1. Funds Coming From

**Transfer Company Name:** \_\_\_\_\_ | **Transfer Company Phone Number:** \_\_\_\_\_ | **Transfer Company Fax Number:** \_\_\_\_\_

**Transfer Company Address: Number/Street** \_\_\_\_\_ | **City** \_\_\_\_\_ | **State** \_\_\_\_\_ | **Zip** \_\_\_\_\_

**Name of Insured/Annuitant\*:** \_\_\_\_\_ | **Social Security Number:** \_\_\_\_\_

**Name of Owner:** \_\_\_\_\_ | **Social Security Number:** \_\_\_\_\_

**Name of Joint Owner:** \_\_\_\_\_ | **Social Security Number:** \_\_\_\_\_

**Policy/Contract/Account Number with Transfer Company:** \_\_\_\_\_

► **NOTE:**

- **The Owner and Insured/Annuitant information must match the existing policy/contract/account held at the other carrier.**
- **Joint Annuitant's are Only Accepted on Immediate Annuities.**

### 2. Authorization for 1035 Exchange, Non-Qualified Policy/Contract/Account Only

I/We direct the Institution named above to liquidate and transfer the assets to American National Life Insurance Company of New York in order to set up a Non-Qualified account: *(Must Specify)*

Immediately       Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Full 1035 Exchange**      \$ \_\_\_\_\_

The Assignor hereby designates American National Life Insurance Company of New York as beneficiary of the above policy/contract/account. Immediately following the above beneficiary designation, Assignor does hereby assign and transfer without exceptions, limitations or reservation to American National Life Insurance Company of New York all assignable benefits, interest, property, rights, claims, options, privileges, obligations and title in the policy/contract in exchange for a new policy/contract as described in Assignor's application to American National Life Insurance Company of New York for such policy/contract. Assignor and American National Life Insurance Company of New York expressly represent and recognize that the sole purpose of this assignment is to affect an exchange of insurance policies/contracts. Assignor represents and agrees that Assignor has consulted his/her own tax advisor regarding the tax consequences of this transaction. Assignor represents and agrees that American National Life Insurance Company of New York has made no representations concerning Assignor's tax treatment under Internal Revenue Code Section 1035 or otherwise as a result of this transaction. American National Life Insurance Company of New York assumes no responsibility or liability for the assignor's tax treatment under Internal Revenue Code Section 1035(a) or otherwise as a result of this transaction.

Partial 1035 Exchange       \$ \_\_\_\_\_       \_\_\_\_\_ %

I understand the Internal Revenue Service may take the position that an exchange of a portion of an existing life insurance policy/annuity contract for a new life insurance policy or an annuity contract, or the exchange of a portion of an existing life insurance or annuity contract for a new life insurance policy or annuity contract, does not qualify as a valid exchange under Section 1035 of the Internal Revenue Code. I understand, acknowledge, and agree that American National Life Insurance Company of New York assumes no liability or responsibility for any tax consequences associated with the proposed partial exchange.

**Please complete the information below if 1035 Exchange includes loan value:**

\$ \_\_\_\_\_ **Amount of 1035 Exchange**      \$ \_\_\_\_\_ **Amount of loan included in 1035 Exchange**  
**(Not available with all products)**

**Appropriate loan form must be submitted with the application if transferring loan value.**

**3. Non-Qualified Transfer of Funds (Non-1035 Exchange)**

I/We direct the Institution named above to liquidate and transfer the assets to American National Life Insurance Company of New York in order to set up a Non-Qualified policy/contract: *(Must Specify)*

- Immediately
- Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Mutual Funds Shares**
- Certificate of Deposit**
- Brokerage Account**
- Money Market**
- Other** \_\_\_\_\_

I wish to liquidate and transfer:

- Entire Value**
- Partial Value, in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_% of the above referenced policy/contract/account directly to the receiving company**

**4. Policy/Contract/Account Statement (Only applicable for 1035 Exchanges for Life Contract or Annuity Policies)**

- Policy/Contract/Account Included *(If contract is not lost, please submit with this form.)*
- Certificate of Lost Policy/Contract/Account

I/We certify that the above numbered policy/contract/account has been lost or destroyed and to the best of my/our knowledge and belief, is not in anyone's possession.

- Not Applicable, The Existing Policy/Contract/Account is a Partial Exchange.

**5. Special Instructions**

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**6. Signatures**

I/We agree that (1) American National Life Insurance Company of New York is participating in this transaction at my specific request and as an accommodation to me: (2) American National Life Insurance Company of New York and its representatives make no representation concerning treatment under IRC Section 1035(a) or otherwise; (3) American National Life Insurance Company of New York assumes no responsibility nor any liability for the validity of this transaction or for the tax treatment under IRC Section 1035(a) and assumes that I/We consulted a tax advisor; (4) No person, firm, or corporation has a legal or equitable interest under the above referenced policy/contract/account, except the undersigned, and no proceedings of either a legal or equitable nature have been instituted or are pending against the undersigned or involving the above referenced policy/contract/account; and (5) the full-partial distribution from my existing policy/contract/account may be subject to surrender charges.

I/We authorize the transaction described above.

For the benefit of: \_\_\_\_\_

Date at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(City, State)

- |   |   |
|---|---|
| x _____<br>Signature of Insured/Annuitant               | x _____<br>Signature of Joint Annuitant (for Immediate Annuities) |
| x _____<br>Signature of Owner (if other than Annuitant) | x _____<br>Signature of Joint Owner (if other than Annuitant)     |
| x _____<br>Signature of Guarantee (if Required)         | x _____<br>Signature of Agent                                     |

**Signature Requirements:**

**Joint Owners** - All owners must sign.

**Custodian** - Custodian must sign with the Custodian designation next to name.

**Guardian** - Guardian must sign with Guardian designation next to name and provide guardianship paperwork.

**Power of Attorney** - Attorney-in-Fact must sign with POA designation next to name.

**Trust** - All Trustees must sign if required by trust and must include the Trustee title next to signature.

**7. Acceptance of Funds (To be completed by American National Life Insurance Company of New York)**

This is to certify that American National Life Insurance Company of New York will accept the funds to establish a qualified annuity. Please do not withhold any taxes from the amount being transferred.

American National Life Insurance Company of New York  
P.O. Box 4408  
Springfield, MO 65808-4408  
1-866-490-3163

*If shipping via overnight service:*

American National Life Insurance Company of New York  
Mail Processing Center  
Attn: New York Unit 4408  
1949 E. Sunshine St.  
Springfield, MO 65899-0001

**Please make check payable to: American National Life Insurance Company of New York**

By \_\_\_\_\_ Date \_\_\_\_\_  
(Signature/Title)

**For all 1035 Exchanges, please provide the Cost Basis Information for the current policy/contract/account.**