

Mailing AddressMail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408Phone1-866-490-3163



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



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| <b>1 Owner</b> 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. Las <sup>.</sup> | t or Non-Natura | al Entity Name | Ge      | nder:    | □ M □ F        |
| Date of Birth  | Trust Date      |                      | SSN [           | ITIN EIN       | U.S     | 6. Citiz | en: 🗌 Yes 🗌 No |
| Resident Address   |                 |                      | City            |                | State   | ò        | ZIP            |
| Mailing Address (  | Same as Residen | it Address           | ) City          |                | State   | )        | ZIP            |
| Email Address  |                 |                      | Telephone       | )              |         |          |                |
|  |                 |                      |                 |                |         |          |                |

#### ► 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 Own        | er Not available   | e with qualified | plans.                          |                 |                   |           |
|--------------------|--------------------|------------------|---------------------------------|-----------------|-------------------|-----------|
| Relationship to Ov | vner:              |                  |                                 |                 |                   |           |
| First Name         |                    | M.I. Last or     | r Non-Natural Entity Name       | Ger             | nder: 🗌 M 🗌 F     |           |
| Date of Birth      | Trust Date         |                  | SSN ITIN EIN                    | U.S.            | Citizen: 🗌 Yes 🛛  | □No       |
| Resident Address   |                    |                  | City                            | State           | ZIP               |           |
| Mailing Address (  | Same as Resid      | lent Address)    | City                            | State           | ZIP               |           |
| Email Address      |                    |                  | Telephone                       |                 |                   |           |
|                    | cornoration or cha |                  | owner, copy of trust agreement  | tor corporator. | osolution must bo | provided  |
|                    |                    | inty is nameu as | owner, copy of it ust agreement | orcorporaten    | esolution must be | JIOVILLEU |

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| <b>3</b> Annuitant | Complete if different than owner. | If IRA or TSA, the owner an | d annuitant must be the same | e person.      |
|--------------------|-----------------------------------|-----------------------------|------------------------------|----------------|
| First Name         | M.I. Last N                       | Jame                        | Gender: [                    | □M □F          |
| Date of Birth      |                                   |                             | U.S. Citize                  | en: 🗌 Yes 🗌 No |
| Resident Address   |                                   | City                        | State                        | ZIP            |
| Mailing Address ([ | ] Same as Resident Address)       | City                        | State                        | ZIP            |
| Email Address      |                                   | Telephone                   |                              |                |
|                    |                                   |                             |                              |                |

|                     | is required for each be<br>ise specified, all bene | eneficiary. Complete Additional Bene<br>ficiaries in the same class will share<br>entages. |                 |
|---------------------|--|--|-----------------|
| Primary             | Percent Payable                                    | % Relationship to Owner  | r:              |
| First Name          | M.I. Last  | Name or Non-Natural Entity Name  |                 |
| Date of Birth Trust | Date   | SSN ITIN EIN   | Gender: 🗆 M 🗆 F |
| Resident Address    |  | City   | State ZIP       |
| Telephone           |  |  |                 |
| Primary Contingent  | Percent Payable                                    | % Relationship to Owner  | r:              |
| First Name          | M.I. Last  | Name or Non-Natural Entity Name  |                 |
| Date of Birth Trust | Date   | SSN ITIN EIN   | Gender: M F     |
| Resident Address    |  | City   | State ZIP       |
| Telephone           |  |  |                 |

| 5 Plan Ty    | pe                  |   |                 |
|--------------|---------------------|---|-----------------|
| Qualified    |                     | type of plan applied for.<br>ilable.) Inherited IRA is<br>se beneficiary. | ■ Non-Qualified |
| Annuity Type | □ SEP<br>□ TSA-403b | □ Inherited IRA   |                 |

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|------|---|----|---|
|      |   |    |   |

| 6 Premium Payment  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| If Qualified:  | If Non-Qualified:  |  |  |  |  |  |
| Funding Option         Contribution       Tax Year         Rollover       Transfer   | Funding Option         Cash with Application         1035 Exchange         Non-1035 Exchange |  |  |  |  |  |
| If Cash with Application or Qualified Contribution   |  |  |  |  |  |  |
| Amount: \$   |  |  |  |  |  |  |
| ▶ NOTE: Check must be payable to American National Life Insurance Company of New York. If purchasing a flexible annuity and you plan to use EFT for subsequent premiums, please include a check in the amount of the initial premium and complete Section 7. |  |  |  |  |  |  |
| If Rollover / Transfer / 1035 Exchange / Non-1035 Exch   | ange   |  |  |  |  |  |
| Rollover Amount: \$  | Transfer Amount: \$  |  |  |  |  |  |
| 1035 Exchange Amount: \$   | Non-1035 Exchange: \$  |  |  |  |  |  |
| Total Expected Premium   |  |  |  |  |  |  |
| Amount: \$   |  |  |  |  |  |  |

| 7 Fle     | 7 Flexible Annuity Products - Billing Data  |                                  |     |                |     |  |  |  |
|-----------|---|----------------------------------|-----|----------------|-----|--|--|--|
|           |   | □ Semiannual<br>□ EFT (Attach Vo | ,   | ,              |     |  |  |  |
| ► NOTE    | <b>NOTE:</b> EFT is not available for initial premium, only subsequent premiums are drafted. The minimum EFT amount is \$100. |                                  |     |                |     |  |  |  |
| *Complet  | e for Salary I  | Deduction selection              | on: |                |     |  |  |  |
| Franchise | Name:   |                                  | F   | Franchise Numb | er: |  |  |  |

| 8 Premium P     | ayor Comple | ete if dif | ferent than owner.                   |           |                 |
|-----------------|-------------|------------|--------------------------------------|-----------|-----------------|
| First Name      |             | M.I.       | Last Name or Non-Natural Entity Name | Gender    | : 🗆 M 🗋 F       |
| Date of Birth   | Trust Date  |            | SSN ITIN EIN                         | U.S. Citi | zen: 🗌 Yes 🗌 No |
| Mailing Address |             |            | City                                 | State     | ZIP             |
| Email Address   |             |            | Telephone                            |           |                 |
|                 |             |            |                                      |           |                 |

#### **9** Product Selection

#### **Fixed Deferred Annuity**

Please select the plan applied for below:

- Palladium<sup>®</sup> MYG 3
- Palladium<sup>®</sup> MYG 5
- Palladium® MYG 6
- Palladium<sup>®</sup> MYG 7
- Palladium® MYG 10
- Century Plus Annuity
- WealthQuest<sup>®</sup> Citadel 5 Diamond Annuity
- UwealthQuest<sup>®</sup> Citadel 7 Diamond Annuity

#### 10 Annuity Plan Disclosures

#### Palladium<sup>®</sup> MYG

This annuity is an individual single premium fixed deferred annuity with a multiple year interest rate guarantee. This annuity will earn interest at the declared accumulation interest rate for the interest rate guarantee period selected above. This annuity has a 10-year surrender charge schedule.

Following the interest rate guarantee period, we will credit interest at a rate determined by us annually on each contract anniversary. Interest rates declared after the interest rate guarantee period may be higher or lower than the current declared interest rate; however, subsequent declared interest rates will never be less than the minimum guaranteed interest rate specified in your contract.

This annuity will earn an interest rate enhancement of 1% during the first contract year. The interest rate enhancement is only available with the 5, 7, or 10 year interest rate guarantee periods. There are no charges or fees associated with the interest rate enhancement, however the value of the interest rate enhancement is recovered through lower renewal interest rates. We do not currently offer versions of the MYG 5, 7, or 10 without the interest rate enhancement. It is important to note that the cumulative rate of return on this product may or may not exceed the cumulative rate of return on a similar product which does not contain an interest rate enhancement.

Additionally, as long as the declared interest rate, without any interest rate enhancement, is greater than the minimum guaranteed interest rate, we will credit additional interest of 0.10% per year for contracts with a premium of \$100,000 or greater.

#### **Century Plus Annuity**

This annuity is an individual single premium fixed deferred annuity. The initial premium payment will earn interest at the declared accumulation interest rate (interest rate) for 1 year following the date we receive your initial premium payment. This annuity has a 10-year surrender charge schedule.

Following the first contract year, we will credit interest at a rate determined by us annually on each contract anniversary. Interest rates declared after the first contract year may be higher or lower than the current declared interest rate; however, subsequent declared interest rates will never be less than the minimum guaranteed interest rate specified in your contract.

This annuity will earn an interest rate enhancement of 5% during the first contract year. There are no charges or fees associated with the interest rate enhancement, however the value of the interest rate enhancement is recovered through lower renewal interest rates. We do not currently offer a version of this product without an interest rate enhancement. It is important to note that the cumulative rate of return on this product may or may not exceed the cumulative rate of return on a similar product which does not contain an interest rate enhancement.

Additionally, as long as the declared interest rate, without any interest rate enhancement, is greater than the minimum guaranteed interest rate, we will credit additional interest of 0.10% per year for contracts with an initial premium of \$100,000 or greater.

### Annuity Plan Disclosures (continued)

#### WealthQuest® Citadel 5 Diamond Annuity

This annuity is an individual fixed deferred annuity with premium payments allowed during the first year only. The initial premium payment will earn interest at the declared accumulation interest rate (interest rate) for 2 years following the date we receive your initial premium payment. Each subsequent premium payment we receive during the first year will earn interest at the then declared interest rate for a 2 year period following the date of receipt. This annuity has a 5-year surrender charge schedule.

Your initial premium payment and any subsequent premium payments during the first contract year will earn a 1% interest rate enhancement for a period of one year. There are no charges or fees associated with the interest rate enhancement, however the value of the interest rate enhancement is recovered through lower renewal interest rates. We do not currently offer a version of this product without an interest rate enhancement. It is important to note that the cumulative rate of return on this product may or may not exceed the cumulative rate of return on a similar product which does not contain an interest rate enhancement.

Additionally, as long as the declared interest rate, without any interest rate enhancement, is greater than the minimum guaranteed interest rate, we will credit additional interest of 0.10% per year for contracts with an initial premium of \$100,000 or greater.

Following the initial 2 year interest crediting period for any premium payment, we will credit interest at a rate determined by us, annually, prior to the anniversary of the premium payment. Declared interest rates will never be less than the minimum guaranteed interest rate specified in your contract.

#### WealthQuest® Citadel 7 Diamond Annuity

This annuity is an individual flexible premium fixed deferred annuity. This means that you may make additional premium payments to your contract at any time. The initial premium payment will earn interest at the declared accumulation interest rate (interest rate) for 2 years following the date we receive your initial premium payment. Each subsequent premium payment will earn interest at the then declared interest rate for a 2 year period following the date of receipt. This annuity has a 7-year surrender charge schedule.

Any premium paid during the first 3 contract years will earn a 2% interest rate enhancement for a period of one year. Premium payments received after the first 3 contract years will not receive an interest rate enhancement. There are no charges or fees associated with the interest rate enhancement, however the value of the interest rate enhancement is recovered through lower renewal interest rates. We do not currently offer a version of this product without an interest rate enhancement. It is important to note that the cumulative rate of return on this product may or may not exceed the cumulative rate of return on a similar product which does not contain an interest rate enhancement.

Additionally, as long as the declared interest rate, without any interest rate enhancement, is greater than the minimum guaranteed interest rate, we will credit additional interest of 0.10% per year for contracts with an initial premium of \$100,000 or greater.

Following the initial 2 year interest crediting period for any premium payment, we will credit interest at a rate determined by us, annually, prior to the anniversary of the premium payment. Declared interest rates will never be less than the minimum guaranteed interest rate specified in your contract.

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#### **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:

- 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)

Signature of Annuitant

Signature of Owner (if other than Annuitant)

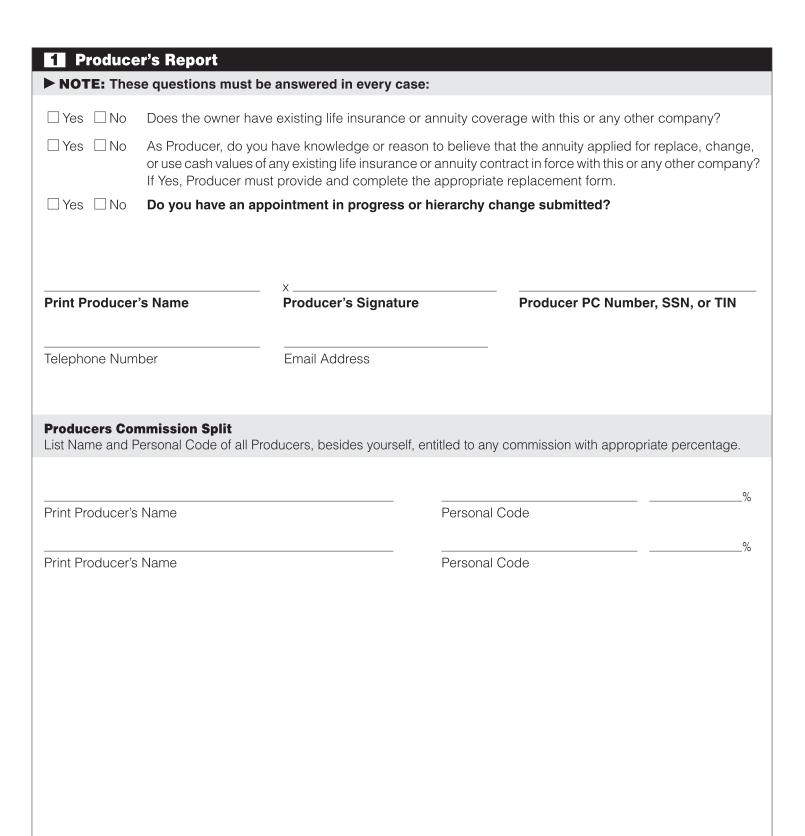
Signature of Joint Owner/Trustee/Partner

Signature of Producer

Х



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American National Life Insurance Company of New York

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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 | <b>Owner Information</b> |
|---|--------------------------|
|---|--------------------------|

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:       |
|---|-----|-----------------------|
| Number of Dependents     Ages of Dependents |     | Work Status:          |
| Joint Owner/Grantor/Partner (if applicable) | Age | Relationship to Owner |

| 2 Financial Profile<br>If joint owners are spousal please provide the household financial information below. If joint owners are not spouses,<br>complete a separate Annuity Suitability Form for each person.   |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
| <b>1.</b> Have you had experience with any of the following investments and insurance products? If Yes, how long?            Mutual Funds# of yrs.             Bonds# of yrs.             CDs# of yrs.             Life Insurance# of yrs.   |  |  |  |  |  |  |  |  |
| <ul> <li>In considering this product, what is your risk tolerance?</li> <li>Conservative (Low Risk) Moderately Conservative Moderate Moderately Aggressive</li> <li>Aggressive (High Risk)</li> </ul>  |  |  |  |  |  |  |  |  |
| <ul> <li>3. Annual Gross Income \$</li></ul>   |  |  |  |  |  |  |  |  |
| <ul> <li>5. What type of investments and insurance products do you currently own?</li> <li>Mutual Funds Stocks Bonds CDs Savings Accounts 401(k) Plans Fixed Annuities</li> <li>Term Life Whole Life Variable Annuities Variable Life Insurance</li> <li>Equity Indexed Life Insurance Equity Indexed Annuities</li> </ul> |  |  |  |  |  |  |  |  |

| 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   |
| <b>8.</b> If you were to purchase an annuity, how many months of living expenses can your Liquid Net Worth cover? $\Box 1 - 3$ months $\Box 4 - 6$ months $\Box 7 - 12$ months $\Box 13 +$ months   |
| NOTE: Many financial planners recommend that a person maintain an amount of liquid net worth equal to 3 to<br>6 months of a person's monthly living expenses in case of emergencies.  |
| 9. What is your estimated Federal Income Tax Bracket?<br>□ 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   |
| <ul> <li><b>11.</b> Are you currently living in or are you planning on living in an Assisted Living Facility within the next 3 years?</li> <li>Yes No Please explain</li> </ul>   |
| <b>12.</b> Are you currently living in or are you planning on living in a nursing home within the next 3 years?   |
| <ul> <li>13. Why are you considering the purchase of an annuity? (Check all that apply)</li> <li>Immediate Income Stable Growth Tax Deferral Estate Planning Death Benefit</li> <li>Safety of Principal Retirement Potential to earn higher interest related to a market index</li> <li>Option for lifetime income Post Purchase Liquidity Other</li> </ul> |
| <b>3</b> Transaction Information<br>If this transaction is a Single Premium Immediate Annuity, do not answer questions 14a or b.  |
| <ul> <li>14. a) Do you intend to take distributions prior to attaining age 59 ½? □ Yes □ No</li> <li>If Yes, please explain what exception you will rely upon to avoid the 10% federal tax penalty.</li> </ul>  |
| <ul> <li>b) Do you intend to take withdrawals before the end of the surrender charge period? Yes No</li> <li>If Yes, do you intend to withdraw more than 10% of the annuity value per year? Yes No</li> <li>(If Yes, use the additional space provided in question 16p to explain your answer.)</li> </ul>  |
| <ul> <li>15. What source of funds will you use if you buy an annuity? (Check all that apply)</li> <li>Savings Account Money Market Bank CD Stocks/Bonds/Mutual Funds Home Equity Loan</li> <li>Reverse Mortgage Annuity Life Insurance Retirement Gift from</li> <li>Other (please list)</li> </ul>   |
| <ul> <li>a) Will any potential charges or penalties be incurred by using the above funds?    Yes No   Amount \$  </li> </ul>  |
| <b>b)</b> Is the person writing the check other than the proposed owner of the annuity?<br>Please explain   |
| <b>c)</b> Is the source of funds from a previously owned life insurance policy or annuity contract?  Yes No Please explain  |
| · · · ·   |

| 4   |   |                          |                                  |                                  |  |  |  |  |  |  |
|-----|---|--------------------------|----------------------------------|----------------------------------|--|--|--|--|--|--|
|     | 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. | <ul> <li>16. Will the annuity be funded by an Exchange or Replacement?</li> <li>Yes No (If Yes, please complete 16a through 16p.)</li> </ul>  |                          |                                  |                                  |  |  |  |  |  |  |
|     | Excluding this proposed transaction, have you exchanged an annuity within the last 36 months?   |                          |                                  |                                  |  |  |  |  |  |  |
|     | If Yes, please give this information:   |                          |                                  |                                  |  |  |  |  |  |  |
|     | Company Name  | Product Type (e.g.       | variable, fixed)                 |                                  |  |  |  |  |  |  |
|     |   |                          | Replaced                         | Proposed                         |  |  |  |  |  |  |
| a.  | Is there a surrender charge? If Yes, list the current doll  | ar amount.               | □ No<br>□ Yes \$                 | Not Applicable                   |  |  |  |  |  |  |
| b.  | What is the remaining Surrender Charge Period?  |                          | Yrs.                             | Yrs.                             |  |  |  |  |  |  |
| C.  | Is the replaced/proposed contract qualified or non-qua  | alified?                 | Qualified                        | Qualified                        |  |  |  |  |  |  |
| d.  | Is there a Premium Enhancement (Interest Rate Enhan<br>Bonus? If Yes, provide the amount or percentage and he<br>receive this enhancement.  |                          | \$ or % For Yrs<br>□ No<br>□ Yes | \$ or % For Yrs<br>□ No<br>□ Yes |  |  |  |  |  |  |
| e.  | Is there a Premium Enhancement or Bonus Recapture words, will the premium enhancement or bonus be for   | Charge? In other feited? | □ No<br>□ Yes \$                 | □ No<br>□ Yes \$                 |  |  |  |  |  |  |
| f.  | Is there a Market Value Adjustment (MVA)?   |                          | □ No<br>□ Yes                    | No                               |  |  |  |  |  |  |
| g.  | If there is a Market Value Adjustment (MVA), then what is it positive or negative?  | the amount and is        | (Pos.) \$<br>(Neg.) \$           | Not Applicable                   |  |  |  |  |  |  |
| h.  | What is the Minimum Guaranteed Interest Rate over the I (i.e. required by state law and in the contract)  | ife of the contract?     | %                                | %                                |  |  |  |  |  |  |
| i.  | If replacing a fixed product to another fixed product, w base fixed interest rate? (exclude any enhancements)   | hat is the current       | □ N/A<br>%                       | □ N/A<br>%                       |  |  |  |  |  |  |
| j.  | If replacing a fixed or equity indexed product to an eq product what is the base fixed interest rate?   | uity indexed             | □ N/A<br>%                       | 0%                               |  |  |  |  |  |  |
| k.  | Is there an Annual Surrender Charge Free Withdrawal Privilege?          \[             No         \[             Yes        %         \]         Yr.1         \[             Yr.2         \]                                  |                          |                                  |                                  |  |  |  |  |  |  |
| ١.  | Is there a Confinement Waiver Benefit? If Yes, what is the age limitation<br>for the benefit on the annuity?  |                          |                                  |                                  |  |  |  |  |  |  |
| m.  | Is there a Terminal Illness Waiver/Benefit?   |                          | □ No<br>□ Yes                    | □ No<br>□ Yes                    |  |  |  |  |  |  |
| n.  | Are there any Rider Benefits being replaced and appli please list type of rider benefits in the additional space  |                          | □ No<br>□ Yes                    | □ No<br>□ Yes                    |  |  |  |  |  |  |
| 0.  | What is the total amount of fees associated with the Rider<br>(Percentages Not Accepted. If there are no fees, please i   |                          | \$                               | \$                               |  |  |  |  |  |  |

| ► N  | <b>IOTE:</b> This question <u>MUST</u> be completed for all replacement transactions or risk delay in processing.   |
|------|---|
| 16p. | Please explain the benefit of the proposed annuity compared to the contract you are replacing. If the existing contract is a deferred annuity and the proposed contract is an immediate annuity, please provide information regarding the payout options available under both the existing and proposed contracts including annuitization or immediate income payout options and amounts as well as any other contractual benefits including riders. <b>(Use additional page if needed)</b> |
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# 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 □   |  |
|---|--|
|   | □ Favorable Replacement Evaluation □ Estate Planning<br>larket Index □ Guaranteed Lifetime Income if Annuitized                  |
| Potential for Higher Interest Related to a M Post Purchase Liquidity  |  |
| Other (please list)   |  |
|   |  |
| Print Name  | X<br>Signature of Insurance Agent  |
| Date: Month / Day / Year  |  |
| Additional Insurance Agent's Recomme  | endation Confirmation (if commission split)<br>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 he consumer; and further I agree with the recommendation summary |
| Print Name  | × Signature of Additional Insurance Agent  |
| Date: Month / Day / Year  |  |
| Owner/Trustee/Partner   |  |
| The information I have provided is true and complete<br>If I am exchanging my current annuity, I understand           | , 0  |
| <ul> <li>I am subject to the commencement of a new</li> <li>I will lose the existing contractual benefits.</li> </ul> | surrender charge period or commutation schedule; and   |
| x   | X  |
| Signature of Owner/Trustee/Partner  | Signature of Joint Owner/Trustee/Partner (if applicable)   |

Signature of Joint Owner/ Irustee/Partner (If applicable)

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 app   | licable)                |
|---|---|--|---|-------------------------|
| Street Address (Not P.O. Box)   |   | Street Address   | (Not P.O. Box)  |                         |
| City  | State   | City   |   | State                   |
| Zip Date of Birth   |   | Zip  | Date of Birth   |                         |
| Number on ID  |   | Number on ID   |   |                         |
| Identification Expiration Date  |   | Identification E   | xpiration Date  | -                       |
| State or Country  |   | State or Countr  | ſУ  | -                       |
| Form of ID used to verify the identification of the<br>Owner/Trustee/Partner:<br>Driver's license<br>Passport<br>Resident Alien ID "Green Card"   | _   | Joint Owner/Trus   |   | -                       |
| Other (describe):   |   | Other (desc  | ribe):  |                         |
| <ol> <li>Check the appropriate entity and <u>submit or</u><br/>entity (e.g. Articles of Incorporation, Certific<br/>agreement governing the formation and op<br/>Corporation, LLC, Professional Ass</li> <li>General Partnership or Joint Ventur</li> <li>Insurance Agent Acknowledgement (check<br/>I certify that I personally met with the prop<br/>the best of my knowledge, it accurately respondent to personally review the identify the identify the identify the personal to perso</li></ol> | cate of Limited<br>beration of the e<br>ociation<br>e<br>( <u>one</u> ):<br>losed Owner/Tru<br>flects the identit | Partnership, Joint<br>entity).<br><b>Limited Pa</b><br><b>Trust and</b><br>stee/Partners and re<br>y of the proposed C | Venture Agreement, or similar of<br>artnership<br>All Other Entities<br>eviewed the above identification do<br>wner/Trustee/Partners. | document/<br>cument. 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 | t 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



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

**Overnight Address** 

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



#### Page 1 of 3

#### **Company Selection** 1

American National Insurance Company

American National Life Insurance Company of New York

#### **Producer Information** 2

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<br>Representative         | I exclusively represent the Company. I do not offer any other annuity<br>contracts for use in a qualified plan or IRA other than contracts issued by<br>the Company. I also offer life insurance through the Company.   |
|---|---|
| Non-Exclusive/ Non-registered<br>Representative | I represent insurance companies other than the Company. Through<br>such other companies, I have the ability to offer fixed annuities, indexed<br>annuities, and life insurance.   |
| Non-Exclusive/ Registered<br>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:

| % or   | \$        |                  |                |                |           |          |             |   |    |  |
|--|-----------|------------------|----------------|----------------|-----------|----------|-------------|---|----|--|
|  |           |                  |                |                |           |          |             |   |    |  |
| (A) Commission Your Producer(s) will Receive on Additional Premium Received: |           |                  |                |                |           |          |             |   |    |  |
| (A) Commission Yo  | ur Produc | cer(s) will      | Receive        | on Additi      | onal Prer | nium Rec | eived:      |   |    |  |
| (A) Commission Yo  | ur Produc | cer(s) will      | Receive        | on Additi      | onal Prer | nium Rec | eived:      |   |    |  |
| (A) Commission Yo  | 2         | cer(s) will<br>3 | <b>Receive</b> | on Additi<br>5 | onal Prer | nium Rec | eived:<br>8 | 9 | 10 |  |

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

#### (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. **Keep this document for your records.** 

11 +

# **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.



page 1 of 5

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

#### Please read this disclosure carefully, then sign and return the attached statement with your application.

If you have questions about these annuity products, please contact your insurance producer or contact a company representative at 1-866-490-3163.

Thank you for applying for the **Palladium<sup>®</sup> Multi-Year Guarantee Annuity.** This is a summary document and not part of your Contract with the insurer.

This is an individual single premium fixed deferred annuity. Additional premium payments are not permitted.

This annuity offers the following Interest Rate Guarantee Periods (please check the one you are applying for):

#### □ Palladium<sup>®</sup> MYG 3 □ Palladium<sup>®</sup> MYG 5 □ Palladium<sup>®</sup> MYG 6 □ Palladium<sup>®</sup> MYG 7 □ Palladium<sup>®</sup> MYG 10

This annuity has a 10-year Surrender Charge Schedule (see the FEES, EXPENSES, & OTHER CHARGES section of this disclosure for details).

#### The Palladium<sup>®</sup> annuity:

- is tax-deferred annuity which means you do not pay taxes on the interest earned until the money is paid to you.
- is intended for long-term accumulation needs, such as retirement planning. They are not meant to be used to meet short-term financial goals.

# THE ANNUITY CONTRACT

#### Who are the parties to the 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 all owners must authorize any exercise of ownership rights.

The Annuitant. The annuitant is the person on whose life the annuity benefit payments are based.

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

#### What is the Maturity Date?

The Maturity Date is the contract anniversary following the Annuitant's 100th birthday. On the Maturity Date, we will pay your contract's Annuity Value to you (see BENEFITS section of this disclosure).

#### What is my Annuity Value?

The Annuity Value of your contract is equal to the single premium paid; less any applicable federal and/or state premium taxes, plus credited interest, less any Partial Withdrawals and/or systematic withdrawals and their associated Surrender Charges. The Annuity Value is used to determine the annuity payments.

#### How will my Annuity Value grow?

Your single premium will earn interest at the declared interest rate for the Interest Rate Guarantee Period. After the Interest Rate Guarantee Period, we will credit interest at a rate determined by us annually on each contract anniversary. Interest rates declared after the Interest Rate Guarantee Period may be higher or lower than the current declared interest rate; however, subsequent declared interest rates will never be less than the Minimum Guaranteed Interest Rate specified in your contract.

Interest will be credited to your contract daily on a compound basis based on a 365 day year. Any withdrawals, including interest only withdrawals, will reduce the amount of interest credited to your contract.

#### What are the interest rates?

**Declared Interest Rate.** This is the interest rate used in crediting interest to your contract. The initial declared interest rate will not change during the Interest Rate Guarantee Period. The declared interest rate <u>DOES NOT</u> include any Additional Interest. After the Interest Rate Guarantee Period, the declared interest rate is subject to change, but can never be less than the Minimum Guaranteed Interest Rate.

Continued on reverse side ...

**Minimum Guaranteed Interest Rate.** This is the minimum rate of interest that can be used in crediting interest to the contract. This rate is determined on the issue date of the contract and is not subject to change. The Minimum Guaranteed Interest Rate is 1.00%. All interest rates, including any Additional Interest, are specified as annual effective rates of interest. Interest is calculated on a compound method assuming a 365 day year. Any withdrawals, including interest only withdrawals, will reduce the amount of interest credited to your contract.

**Guaranteed Minimum Cash Surrender Value.** Your contract provides a minimum guarantee should you decide to surrender it. The Guaranteed Minimum Cash Surrender Value is 90% of the single premium, accumulated at the Minimum Guaranteed Interest Rate, minus any Partial Withdrawals and/or systematic withdrawals and premium taxes.

# **ENHANCEMENT FEATURES AND RIDERS**

#### Additional Interest.

If your single premium is \$100,000 or greater, but less than \$250,000, we will credit Additional Interest of 0.10% to your contract's Annuity Value for the duration of the Interest Rate Guaranteed Period as stated in the Contract's Date Section.

If your single premium is \$250,000 or greater, we will credit Additional Interest of 0.25% to your contract's Annuity Value for the duration of the Interest Rate Guaranteed Period as stated in the Contract's Date Section.

#### Special Surrender Option.

At the end of the Interest Rate Guarantee Period, you can Surrender the contract free of Surrender Charges. The request for the Surrender must be made within the 30 day period following the end of the Interest Rate Guarantee Period. The Special Surrender Option applies to a full Surrender only and is not available for Partial Withdrawals or systematic withdrawals.

#### Riders.

There are no additional or optional riders available.

# BENEFITS

#### How do I get income (payouts) from my annuity?

#### Prior to the Maturity Date

In the first contract year withdrawals of all interest earned are free of surrender charges. Beginning in the second contract year and thereafter, up to 10% of the Annuity Value at the beginning of the contract year may be withdrawn free of surrender charges. A surrender charge will be applied to withdrawals in excess of the free withdrawal amount and is calculated from the surrender charges listed in FEES, EXPENSES & OTHER CHARGES.

- You may make one or more Partial Withdrawals for a portion of the Annuity Value subject to a minimum withdrawal amount of \$250.
- 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 Settlement Options offered under the contract. The minimum amount that may be applied toward a Settlement Option is \$5,000.

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 annuity in a lump sum or in a series of payments if the Annuity Value is at least \$5,000.00. We offer a variety of settlement options:

- 1. Payments for a Fixed Period.
- 2. Payments for a Fixed Period and Life Thereafter.
- 3. Payments for Life Only.
- 4. Payments of a Fixed Amount.

Your financial advisor can help you make the right choice for your needs at the time you elect to receive your annuity proceeds. If you choose a settlement option, only Settlement Options 1 and 4 may be surrendered by requesting the commuted value. Other Settlement Options may be used with our agreement.

Continued on next page ...

Please retain this page for your records

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

#### What happens after I die?

If you, the Owner, die before the Maturity Date:

- And the sole beneficiary is your spouse, they may elect to continue the contract as the sole owner.
- If not, the Death Benefit (the contract's Annuity Value) becomes payable.

#### What happens after the Annuitant dies?

If the Annuitant is not the Owner and dies before the Maturity Date:

- 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 a Settlement Option dies:

• Any remaining guaranteed payments will continue in accordance with the Settlement Option in affect at the time of the Annuitant's death.

# **FEES, EXPENSES & OTHER CHARGES**

#### Surrender Charges

A declining surrender charge schedule applies to any Surrender, Partial Withdrawal, and/or systematic withdrawal in excess of the Surrender Charge Free Withdrawal Amount. The Surrender Charge will follow the schedule shown below.

**Surrender Charge Free Withdrawal Amount.** 10% of the Annuity Value, after the first contract year, may be withdrawn free of Surrender Charges each year.

| Contract Year    | 1 <sup>st</sup> | $2^{nd}$ | 3 <sup>rd</sup> | 4 <sup>th</sup> | $5^{th}$ | $6^{\text{th}}$ | $7^{\text{th}}$ | $8^{th}$ | $9^{th}$ | 10 <sup>th</sup> | 11+ |
|------------------|-----------------|----------|-----------------|-----------------|----------|-----------------|-----------------|----------|----------|------------------|-----|
| Surrender Charge | 8%              | 8%       | 8%              | 7%              | 6%       | 5%              | 4%              | 3%       | 2%       | 1%               | 0%  |

Example: On your 4th contract anniversary, your Annuity Value is \$100,000, and a month later you want to withdraw \$15,000. Since \$ 15,000 is more than the Surrender Charge Free Withdrawal Amount ( $100,000 \times 10\% = 10,000$ ), your surrender charge would be \$5,000 x 7\% = \$350.

Surrender charges may be waived in the event of disability, terminal illness or confinement to a licensed treatment facility. Check your Contract for specific details of these waivers.

#### Expense Charges.

There are no expense charges associated with this contract.

# 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. Distributions taken before age 59 ½ are subject to a 10% tax penalty unless an exception applies. 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.

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.

Continued on reverse side ...

# **OTHER INFORMATION**

#### What else do I need to know?

- 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 producer for selling the annuity to you.
- Your contract provides a 30 day (60 days in the event of a replacement) period for you to review your contract after you buy it. If you decide during that time that you do not want it, you can return it by sending a written request to cancel to us, the insurance producer who sold you the contract, or any local agency office. You will receive a refund of your single premium, including any contract fees or charges, minus any partial withdrawals and/or systematic withdrawals and the contract will be void from the beginning. If this contact is issued as part of a replacement this review period will be extended to 60 days from the date the contact 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.
- You can obtain general information regarding annuities from a free Annuity Buyer's Guide that you can request from American National Life Insurance Company of New York at 1-866-490-3163.

#### For more information, please visit our website: www.AmericanNational.com

This Disclosure Statement is a summary document and not a part of your contract with American National Life Insurance Company of New York; it is not intended to be a complete explanation of your contract. Please read your contract carefully for more complete details. Contact your insurance producer or American National Life Insurance Company of New York with any questions.

Continued on next page ...



page 5 of 5

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

# 

# **OWNER'S STATEMENT**

I confirm that I am purchasing the **Palladium<sup>®</sup> Multi-Year Guarantee Annuity**; an individual single premium fixed deferred annuity with the following Interest Rate Guarantee Period:

□ Palladium<sup>®</sup> MYG 3 □ Palladium<sup>®</sup> MYG 5 □ Palladium<sup>®</sup> MYG 6 □ Palladium<sup>®</sup> MYG 7 □ Palladium<sup>®</sup> MYG 10

and a 10-year surrender charge schedule. The single premium will earn interest at the declared interest rate during the Interest Rate Guarantee Period, interest will be credited a rate determined by American National Life Insurance Company of New York annually. Declared interest rates will never be less than the Minimum Guaranteed Interest Rate specified in your contract.

This product offers the following enhancement features:

Additional Interest. If the single premium is \$100,000 or greater, but less than \$250,000, Additional Interest of 0.10% will be credited to the contract's Annuity Value for the duration of the Interest Rate Guaranteed Period as stated in the Contract's Date Section. If your single premium is \$250,000 or greater, we will credit Additional Interest of 0.25% to your contract's Annuity Value for the duration of the Interest Rate Guaranteed Period as stated in the Contract's Annuity Value for the duration of the Interest Rate Guaranteed Period as stated of 0.25% to your contract's Annuity Value for the duration of the Interest Rate Guaranteed Period as stated in the Contract's Annuity Value for the duration of the Interest Rate Guaranteed Period as stated in the Contract's Date Section.

**Special Surrender Option.** At the end of the Interest Rate Guarantee Period, you can Surrender the contract free of Surrender Charges. The request for the Surrender must be made within the 30 day period following the end of the Interest Rate Guarantee Period. The Special Surrender Option applies to a full Surrender only and is not available for Partial Withdrawals or systematic withdrawals.

#### Band 1 - Premium of \$250,000 or greater

- I will receive a guaranteed rate of \_\_\_\_% for the remaining years of the multi-guarantee period.
- Band 2 Premium of \$100,000 to \$249,999 (0.15% less than Band 1)
- I will receive a guaranteed rate of \_\_\_\_% for the remaining years of the multi-guarantee period.
- Band 3 Premium less than \$100,000 (0.25% less than Band 1)
  - I will receive a guaranteed rate of \_\_\_\_% for the remaining years of the multi-guarantee period.

All interest rates, including any Additional Interest, are specified as annual effective rates of interest. Interest is calculated on a compound method assuming a 365 day year. Any withdrawals, including interest only withdrawals, will reduce the amount of interest credited to your contract.

# DISCLOSURE AGREEMENTS AND SIGNATURES

- I have read the applicable Palladium<sup>®</sup> Multi-Year Guarantee Annuity Product Brochure.
- I have read the New York Disclosure Statement for the Palladium® Multi-Year Guarantee Annuity and have kept a copy.
- The results shown, other than the guaranteed minimum values, are not guarantees, promises, or warranties.

| Name of Annuitant        |      |
|--------------------------|------|
| Signature of Owner       | Date |
| Signature of Joint Owner | Date |

# **INSURANCE PRODUCER'S STATEMENT**

□ I certify receipt of \$\_\_\_\_\_\_ given to purchase a Palladium<sup>®</sup> Multi-Year Guarantee Annuity contract.

□ 1035 Exchange □ Transfer of Funds

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.

# I certify that the disclosure material has been presented to the owner(s) and a copy was provided. I have not made statements that differ from this material nor have I made any promises about the expected future values of this contract.

Signature of Insurance Producer

Insurance Producer PC Number, SSN, or TIN (you must provide one)

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



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



### Page 1 of 2

| Applicant Name  |   |  |
|---|---|--|
|   |   |  |
|   |   |  |
|   |   |  |
| <b>2</b> Sales Material   |   |  |
|   | osure, please indicate below all sales may<br>by of it should be submitted with the appl  | aterial used with the client in the sale of this ication.  |
| Annuities   |   |  |
| ASIA PLUS 7 Annuity–NY<br>Brochure (Form ANY-10773)<br>EIA Disclosure (Form ANY-208)<br>Rate Lock Procedure (Form ANY-10789)<br>Illustration<br>ASIA PLUS 10 Annuity–NY<br>Brochure (Form ANY-10774)<br>EIA Disclosure (Form ANY-208)<br>Rate Lock Procedure (Form ANY-10789)<br>Illustration | WealthQuest Citadel 5 Diamond         Annuity–NY         Brochure (Form 10593)         Illustration         WealthQuest Citadel 7         Diamond Annuity–NY         Brochure (Form 10597)         Illustration         Palladium Multi-Year Guarantee         Annuity–NY         Brochure (Form 4884)         Illustration | Palladium Immediate Annuity–NY Brochure (Form 10273) Illustration Century Plus Annuity–NY Brochure (Form 11011) Illustration |
| Life Insurance  |   |  |
| Signature Guaranteed Universal<br>Life Insurance–NY<br>Brochure (Form 10801)<br>Preliminary Information   | Signature Indexed Universal Life<br>Insurance–NY<br>Brochure (Form 10694)<br>Equity Indexed Disclosure<br>(Form ANY-72)<br>Illustration   | Signature Whole Life Insurance–NY<br>Brochure (Form 10916)<br>Illustration   |

| <b>3</b> Other Sales Material                  |  |
|--|--|
| If any other sales material used, please list: |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

# 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

× \_\_\_\_\_ Signature of Agent

Date: Month / Day / Year





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<sup>®</sup> Citadel 7 Diamond Annuity NY
- Palladium<sup>®</sup> Immediate Annuity NY
- Palladium<sup>®</sup> 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



AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK 888-501-4043 | LAD.AmericanNational.com For Agent Use Only; Not for Distribution or Use with Consumers.

# New York Regulation 60 Replacement Procedures



# Step 1

|   | Fo | or a | IN   | ew  | Yo  | rk a | app | olic | ati | วทร | 5, C | om  | pl | ete | th | ne | De  | fin | itio | n | of | Re | pla | ace | em   | en  | t (I | Fo  | rm:  | A١ | IY-1 | L1 | 2). |    |    |    |     |    |      |    |     |   |    |
|---|----|------|------|-----|-----|------|-----|------|-----|-----|------|-----|----|-----|----|----|-----|-----|------|---|----|----|-----|-----|------|-----|------|-----|------|----|------|----|-----|----|----|----|-----|----|------|----|-----|---|----|
|   | lf | qu   | esti | ion | s 1 | -6   | ar  | e a  | all | ans | 5W   | ere | ed | NC  | ), | со | nti | inu | e t  | 0 | St | ер | 2.  | .   | lf a | any | / 0  | que | esti | on | s ai | е  | an  | sw | er | ed | YES | 5, | skip | to | Ste | р | 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
- $\Box$  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

Fax: 281-535-4623

# **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

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 888-501-4043 | LAD.AmericanNational.com For Agent Use Only; Not for Distribution or Use with Consumers.





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 INVOLV | VED IN THIS TRANSACTION: |
| 120 110     |  |                          |

DATE

SIGNATURE OF AGENT OR BROKER

PRINTED NAME



#### 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 <u>IMPORTANT</u> 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 <u>NOT</u> 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 <u>"IMPORTANT NOTICE"</u> AND HAVE RECEIVED A COPY OF SAME.

| DATE: | SIGNATURE OF APPLICANT: |
|-------|-------------------------|
| DATE: | SIGNATURE OF APPLICANT: |

| page 1 of 3 | Mailing Address:<br>Mail Processing Center, P.O. Box 4408, Spring<br>Business: (866) 490-3163              | field, MO 65808-4408                |  |
|-------------|--|-------------------------------------|--|
| Sectior     | n 1. Existing Insurer's Information  |                                     |  |
| (Please     | e provide the Reg60 Contact address for the c<br>ment of Financial Services website, <u>http://www.dfs</u> |                                     |  |
| Compa       | any Name:  |                                     |  |
| Attentio    | on:  |                                     |  |
| Street A    | Address:   |                                     |  |
| City, St    | ate, Zip:  |                                     |  |
| Phone:      |  | Fax:                                |  |
| Policy/     | Contract Owner(s) Name, DOB, Address:  |                                     |  |
| Policy/     | ContractNumber(s):   |                                     |  |
| Section     | n 2. Replacing Agent's/Broker's Information  |                                     |  |
| Agent/I     | Broker's Name:   |                                     |  |
| Street A    | Address:   |                                     |  |
| City, St    | ate, Zip:  |                                     |  |
| Phone:      |  | Fax:                                |  |
| (To be      | completed by American National Home Office)  |                                     |  |
| ANICO       | NY Contract Number:  |                                     |  |
| ANICO       | NY Product Applying For:   | Qualified                           |  |
|             |  | Immediate $\Box$ or Deferred $\Box$ |  |
| Sectior     | n 3. Authorization to Release Information  |                                     |  |

**Notification of Potential Replacement and 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: |

F

| Annuity Contracts   | Policy # 1 | Policy # 2 |
|---|------------|------------|
| 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:  |            |            |
| If variable use hypothetical rates of<br>returns 0%, 6%, 12%<br>SV @ Guar Rate in 5 yrs:<br>SV @ Guar Rate in 10 yrs: |            |            |
| SV @ Current Rate in 5 yrs:<br>SV @ Current Rate in 10 yrs:   |            |            |
| DB @ Guar Rate in 5 yrs:<br>DB @ Guar Rate in 10 yrs:   |            |            |
| DB @ Current Rate in 5 yrs:<br>DB @ Current Rate in 10 yrs:   |            |            |
|   |            |            |
| Life Contracts  | Policy # 1 | Policy # 2 |
| 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:   |            |            |
| Annual Premium Amt At Present:<br>5 Years Hence:<br>10 Years Hence:   |            |            |

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

| <b>1</b> Applicant Information  |  |   |
|---|--|---|
| Applicant Name  |  |   |
|   | sure, please indicate below all sales ma<br>of it should be submitted with the appli   | aterial used with the client in the sale of this cation.  |
| ASIA PLUS 7 Annuity–NY Brochure (Form ANY-10773) EIA Disclosure (Form ANY-208) Rate Lock Procedure (Form ANY-10789) Illustration ASIA PLUS 10 Annuity–NY Brochure (Form ANY-10774) EIA Disclosure (Form ANY-208) Rate Lock Procedure (Form ANY-10789) Illustration Illustration | WealthQuest Citadel 5 Diamond<br>Annuity–NY<br>Brochure (Form 10593)<br>Illustration<br>WealthQuest Citadel 7<br>Diamond Annuity–NY<br>Brochure (Form 10597)<br>Illustration<br>Palladium Multi-Year Guarantee<br>Annuity–NY<br>Brochure (Form 4884)<br>Illustration | Palladium Immediate Annuity–NY<br>Brochure (Form 10273)<br>Illustration<br>Century Plus Annuity–NY<br>Brochure (Form 11011)<br>Illustration |
| Life Insurance  |  |   |
| Signature Guaranteed Universal<br>Life Insurance–NY<br>Brochure (Form 10801)<br>Preliminary Information   | Signature Indexed Universal Life<br>Insurance–NY<br>Brochure (Form 10694)<br>Equity Indexed Disclosure<br>(Form ANY-72)<br>Illustration  | Signature Whole Life Insurance-NY Brochure (Form 10916) Illustration  |

| <b>3</b> Other Sales Material                  |  |
|--|--|
| If any other sales material used, please list: |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

# 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

× \_\_\_\_\_ 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.

## 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 noninsurance 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 thencurrent "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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|   | Qualified Transfer or Ro<br>American National  | -  |  | F NEW YOR  | <  | NF  |
|---|--|--|--|--|--|---|
| page 1 of 3   | Mailing Address:<br>Mail Processing Center, P.O.<br>Business: (866) 490-3163   | Box 4408, Sprin  | gfield, MO 65808-440   | 8  | ↓ <b>↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓</b>   |   |
| Complete either s company and for   | e used to accomplish a FULL of<br>section 3 for Transfers or section<br>r each existing Policy/Contract<br>s specific to the transaction the   | on 4 for Direct Rc<br>t/Account Numb   | llovers. A separate for<br>er. Check with both th  | m must be subn   | nitted for ea  | ch surrendering   |
| New ANIC  | CO Annuity Contract  | Existing ANICO   | Contract Number: _   |  |  |   |
| 1. Funds Com  | ning From  |  |  |  |  |   |
| Transfer Com  | pany Name:   | Transfer Com   | pany Phone Number:   | Transfe<br>  | r Company  | Fax Number:   |
| Transfer Com  | pany Address: Number/Stree   | et   | City   | ·  | State  | ZIP   |
| Name of Insu  | red/Annuitant:   |  | I  | Social Security  | ₋l<br>/ Number:  | I   |
| Name of Own   | er:  |  |  | Social Security  | Number:  |   |
| 2. Complete T   | Ints are only accepted on Imm<br>This Section for Transfer Rec<br>quidation \$<br>nese funds to American Nationa<br>U Effective Date:  | <b>quests and Dire</b><br>al Life Insurance  | ct Rollover Requests   | % or \$  |  |   |
| 5   | lete This Section for Transfe  |  |  |  |  |   |
| inherited IRA is o<br>As owner of the p<br>Tax-Sh<br>Indivic<br>Inherit<br>Qualifi<br>By signing below,<br>provided by me is<br>my eligibility to tra | into an annuity contract of the solicy, contract, or account ind beltered Annuity (IRC Section 4 dual Retirement Account or Anned Individual Retirement Account or Anned Individual Retirement Account, I authorize the transfer of the cas correct and may be relied up ansfer within the limits set forthered and a start and approximation of the transfer of the transfer of the transfer within the limits set forthered and the limits that may approximation of the transfer of the transfer of the transfer of the transfer within the limits set forthered and the limits that may approximation of the transfer of the transfer of the transfer within the limits set forthered and the transfer that may approximation of the transfe | a owner's date of<br>icated in Section<br>03(b))<br>nuity (IRC Section<br>unt or Annuity<br>1401) (This may<br>qualified assets in<br>on by the Trusted<br>by tax laws, relation | death was prior to Jan<br>1, I hereby request tr<br>ROTH I<br>n 408) SEP IRA<br>Governa-<br>include Pensions, Pro-<br>n the manner describe-<br>e or Custodian. I under<br>ated regulations, and p | nuary 1, 2020.<br>ansfer of:<br>.R.A. or Annuity<br>A<br>mental 457 Defe<br>fit-Sharing Plan,<br>d above and cer<br>rstand that I am | (IRC Sectio<br>rred Compo<br>401(K))<br>tify that all c<br>responsible | n 408)<br>ensation Plan<br>f the information<br>for determining |
| Signature of Own  | er   | Date   | <ul> <li>Signature of Age</li> </ul>   | nt   |  | Date  |
|   |  |  | Х  |  |  |   |
|   | i <b>rements:</b><br>• Custodian must sign with Cu<br>• Guardian must sign with Gua  |  |  |  |  | Date<br>ork.  |

 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.

## 4. Only Complete This Section for Direct Rollover Requests

Direct Rollover into a Traditional IRA, 403(b) Plan, 457(b) Plan, or other qualified plan. Direct Rollover 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 a direct rollover of my:

|         | Individual Retirement Annuity (IRC Section 408)   | □ Tax-Sheltered Annuity (IRC Section 403(b)) |
|---------|---|--|
|         | Governmental 457 Deferred Compensation Plan       | Qualified Employer Plan (IRC Section 401)    |
|         |   | SIMPLE IRA ROTH IRA                          |
| into an |   |  |
|         | □ Individual Retirement Annuity (IRC Section 408) | □ Tax-Sheltered Annuity (IRC Section 403(b)) |
|         | Governmental 457 Deferred Compensation Plan       | SEP IRA OTH IRA                              |

**Trustee-to-Trustee/Direct Rollover Transfers** – The Trustee-to-Trustee transfer is the transfer of funds from one Qualified Retirement Plan to another Qualified Retirement Plan. A Direct Rollover is the movement of funds from and Employer's Qualified Retirement Plan directly to an IRA with a new trustee. In both instances, the plan participant does not take actual or constructive receipt of the funds, and the check is made payable and sent to the new trustee.

Trustee-to-Trustee transfers are non-reportable events. Direct rollovers are reported to the IRS by the employee plan trustee and coded as a direct rollover. Both the trustee-to-trustee transfers and the direct rollovers are different than 60-day rollovers in that the IRS allows more than one transfer/direct rollover within a year. Direct rollovers are not subject to mandatory tax withholdings.

Note – If a lump-sum distribution of funds is taken from a tax-qualified employee retirement benefit plan and the plan participant does not choose to use a direct rollover, the employer could be required to withhold 20 percent (20%) for taxes. For this reason, direct rollovers are the preferred method of moving tax-qualified employee retirement benefit plan funds.

**60-Day Rollovers** – A tax-qualified 60-day rollover is the tax-free transfer of funds from one Qualified Retirement Plan to another Qualified Retirement Plan with the participant taking actual or constructive receipt of the funds. The check is made payable to the plan participant. The plan participant has 60 days to deposit these funds into another Qualified Retirement Plan or the distribution will be taxable. Plan participants can make one 60-day rollover of funds within a 12-month period. A tax-qualified 60-day rollover from a tax-qualified plan could be subject to mandatory tax withholding by the plan.

I understand the rules and conditions applicable to direct rollovers and certify that I qualify for a direct rollover of the funds or assets listed above. Due to the important tax consequences of rolling funds over to an IRA or other qualified plan, I have been advised to see a tax advisor.

I hereby request payment from the plan designated above in the form of a direct rollover. I assume full responsibility for this direct rollover transaction and will not hold the Plan Administrator, Trustee, or Custodian of either the distributing or receiving plans liable for any adverse consequences that may result.

I hereby irrevocably designate this contribution of funds and/or property indicated above as a direct rollover contribution.

| Χ                       |  | Χ                                    |      |
|-------------------------|--|--------------------------------------|------|
| Signature of Owner Date |  | Signature of Agent                   | Date |
|                         |  | Χ                                    |      |
|                         |  | 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:

 $\Box$  I have or will satisfy my RMD from another source.

Distribute my RMD to me before transferring my qualified funds.

## 7. Special Instructions

## 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 \_





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 INVOLV | VED IN THIS TRANSACTION: |
| 120 110     |  |                          |

DATE

SIGNATURE OF AGENT OR BROKER

PRINTED NAME



Mailing AddressMail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408Phone1-866-490-3163



Page 1 of 2

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

| <b>1</b> Contract Policy Info   | rmation                       |   |     |  |  |
|---|-------------------------------|---|-----|--|--|
| Proposed Insured's First Name   | M.I. Last Name                |   |     |  |  |
| Trust will be: Owner Be   | eneficiary Both Owner and     | Beneficiary   |     |  |  |
| <b>2</b> Information about th   | e Trust                       |   |     |  |  |
| In consideration of American  | National Life Insurance Comp  | oany of New York opening and/or<br>as owner or beneficiary, the und |     |  |  |
| Full Name of the Trust  |                               |   |     |  |  |
| Date Trust Created  | State Where Trust Created     | Date of Latest Trust Amendmen                                       | t   |  |  |
| Trust Tax Identification Number   | Name of Grantor/Settlor Who B | 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)       X       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?   |                               |   |     |  |  |
| Can the trust be merged or consolidated with another trust?   |                               |   |     |  |  |
| Is the beneficiary granted a power of appointment (ability to appoint property during life or at death)? <b>Yes* No</b><br><b>*If Yes</b> , is the power limited to persons who (a) are related to the insured by blood or law, (b) have a substantial interest<br>in the proposed insured engendered by love and affection, or (c) hold a lawful and substantial economic interest in the<br>continued life of the proposed insured? |                               |   |     |  |  |

# **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.
- 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 encumberment 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.

| City                         |                              |                      |
|------------------------------|------------------------------|----------------------|
|                              | State                        | ZIP                  |
| ×<br>Signature of Trustee #2 |                              | Date: Month/Day/Year |
| City                         | State                        | ZIP                  |
| ×<br>Signature of Trustee #3 |                              | Date: Month/Day/Year |
| City                         | State                        | ZIP                  |
|                              | ×<br>Signature of Trustee #3 | City State           |

| Page 1 of 3 Mailing Address: Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408 Business: (60) 490-3163 Business: (70) 1035 Exchanges or section 31 or Non-1055 Exchanges A separate form must be submit or advected and the section of the sec  |  | Non-Qualified Transfe<br>American Nationa  |   |  |   | EW YORK  |  |
|--|--|--|---|--|---|--|--|
| 1035. Complete either section 2 for 1035 Exchanges or section 3 for Non-1035 Exchanges. A separate form must be submer of each surrendering company for form requirements specific to the transaction that is being initiated.         Image: I  | age 1 of 3   | Mail Processing Center, P  |   | pringfield, MO 65  | 808-4408  | <b>   </b>   |  |
| Transfer Company Name:       Transfer Company Phone Number:       Transfer Company Fax Number  | 035. Complete<br>or each surren<br>urrendering co  | e either section 2 for 1035 Ex<br>dering company and for each<br>ompany for form requirements  | changes or sec<br>n existing Policy,<br>s specific to the   | ction 3 for Non-10<br>/Contract/Accoun<br>transaction that is  | 35 Exchange<br>t Number. Ch<br>s being initiate   | es. A separate fo<br>neck with both th<br>ed.  | orm must be submitte<br>ne receiving and   |
| 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:       Social Security Number:         Policy/Contract/Account Number with Transfer Company:       Social Security Number:         Policy/Contract/Account Number with Transfer Company:       Note:         * OTE:       • The Owner and Insured/Annuitant Information must match the existing policy/contract/account held at the other care         • Joint Annuitant's are Only Accepted on Immediate Annuities.       Social Security Number:         * Authorization for 1035 Exchange, Non-Qualified Policy/Contract/Account Only       We direct the Institution named above to liquidate and transfer the assets to American National Life Insurance Company of New York as beneficiary of the above pocontract.         full 1035 Exchange       \$  | 1. Funds Co  | oming From   |   |  |   |  |  |
| Name of Insured/Annuitant*:       Social Security Number:         Name of Owner:       Social Security Number:         Name of Joint Owner:       Social Security Number:         Name of Joint Owner:       Social Security Number:         Policy/Contract/Account Number with Transfer Company:       Social Security Number:         NOTE:       Social Security Number:         NOTE:       Social Security Number:         You and the State of the Institution named above to liquidate and transfer the assets to American National Life Insurance Company of York in order to set up a Non-Qualified account: (Must Specify)         Immediately       Effective Date:       ////////////////////////////////////   | Transfe  | er Company Name:   | Transfe   | er Company Phor  | ne Number:  | Transfer Com   | pany Fax Number:   |
| Name of Owner:       Social Security Number:         Name of Joint Owner:       Social Security Number:         Policy/Contract/Account Number with Transfer Company:       Social Security Number:         > NOTE:       Social Security Number:         > Joint Annuitant's are Only Accepted on Immediate Annuities.       Social Security Number:         2. Authorization for 1035 Exchange, Non-Qualified Policy/Contract/Account Only       Immediate Security Number:         // We direct the Institution named above to liquidate and transfer the assets to American National Life Insurance Company of York in order to set up a Non-Qualified account: ( <i>Must Specify</i> )         // Immediately       Effective Date:       ////////////////////////////////////  | Transfe  | er Company Address: Numb   | per/Street  | City   |   | State  | Zip  |
| Name of Joint Owner:   | Name of  | of Insured/Annuitant*:   | ·   |  | Social  | Security Num   | ber:   |
| 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 car         • Joint Annuitant's are Only Accepted on Immediate Annuities.         2. Authorization for 1035 Exchange, Non-Qualified Policy/Contract/Account Only         IWe direct the Institution named above to liquidate and transfer the assets to American National Life Insurance Company of York in order to set up a Non-Qualified account: ( <i>Must Specify</i> )         □ Immediately       □ Effective Date:         ✓ Full 1035 Exchange       \$   | Name   | of Owner:  |   |  | Social  | Security Num   | ber:   |
| <ul> <li>NOTE:</li> <li>The Owner and Insured/Annuitant information must match the existing policy/contract/account held at the other care is Joint Annuitant's are Only Accepted on Immediate Annuitles.</li> <li>Authorization for 1035 Exchange, Non-Qualified Policy/Contract/Account Only</li> <li>We direct the Institution named above to liquidate and transfer the assets to American National Life Insurance Company of York in order to set up a Non-Qualified account: (<i>Must Specify</i>)</li> <li>Immediately</li> <li>Effective Date:/</li></ul>  | Name   | of Joint Owner:  |   |  | Social  | Security Num   | ber:   |
| The Assignor hereby designates American National Life Insurance Company of New York as beneficiary of the above procontract/account. Immediately following the above beneficiary designation, Assignor does hereby assign and transfer will exceptions, limitations or reservation to American National Life Insurance Company of New York all assignable bene interest, property, rights, claims, options, privileges, obligations and title in the policy/contract in exchange for a new procontract as described in Assignor's application to American National Life Insurance Company of New York for such procontract. Assignor and American National Life Insurance Company of New York pressly represent and recognize that sole purpose of this assignment is to affect an exchange of insurance policies/contracts. Assignor represents and agrees that American National Life Insurance Company of New York has made no representations concerning Assig tax treatment under Internal Revenue Code Section 1035 or otherwise as a result of this transaction. American National Insurance Company of New York has made no representations concerning Assig tax treatment under Internal Revenue Code Section 1035 or otherwise as a result of this transaction. American National Insurance Company of New York has made no representations concerning Assig tax treatment under Internal Revenue Code Section 1035 or otherwise as a result of this transaction. American National Insurance Company of New York assumes no responsibility or liability for the assignor's tax treatment under Internal Revenue Code Section 1035 or otherwise as a result of this transaction. American National Insurance or annuity contract for a new life insurance policy or an annuity contract, does not qualify as a valid exchange use section 1035 of the Internal Revenue Code. I understand, acknowledge, and agree that American National Life Insurance policy or annuity contract, does not qualify as a valid exchange use to responsibility or responsibility for any tax consequences associated with the propos | 2. Authoriza   | ation for 1035 Exchange, None Institution named above to to set up a Non-Qualified ac ately  | on-Qualified Po<br>liquidate and tra<br>count: ( <i>Must Sp</i>   | olicy/Contract/Ac<br>ansfer the assets to<br>becify)   | o American N  | ational Life Insu<br>—   | rance Company of Ne  |
| policy/annuity contract for a new life insurance policy or an annuity contract, or the exchange of a portion of an existing insurance or annuity contract for a new life insurance policy or annuity contract, does not qualify as a valid exchange use Section 1035 of the Internal Revenue Code. I understand, acknowledge, and agree that American National Life Insura Company of New York assumes no liability or responsibility for any tax consequences associated with the proposed perchange.<br>Please complete the information below if 1035 Exchange includes loan value:  | contract/a<br>exception<br>interest, p<br>contract a<br>contract. /<br>sole purpor<br>that Assig<br>and agree<br>tax treatm<br>Insurance<br>Code Sec | account. Immediately following<br>s, limitations or reservation to<br>roperty, rights, claims, option<br>as described in Assignor's ap<br>Assignor and American Nation<br>ose of this assignment is to a<br>nor has consulted his/her own<br>that American National Life<br>tent under Internal Revenue Company of New York assun-<br>tion 1035(a) or otherwise as a | g the above bend<br>o American National<br>s, privileges, ob<br>plication to American<br>affect an exchar<br>n tax advisor reg<br>Insurance Comp<br>Code Section 10<br>nes no responsib<br>a result of this tra | eficiary designation<br>tional Life Insurare<br>obligations and title<br>erican National Lir<br>ce Company of N<br>nge of insurance<br>garding the tax co<br>pany of New York<br>135 or otherwise a<br>bility or liability for<br>ansaction. | on, Ássignor c<br>nce Company<br>in the policy,<br>fe Insurance<br>lew York expr<br>policies/conti<br>nsequences<br>has made no<br>is a result of t<br>the assignor | does hereby ass<br>y of New York a<br>/contract in excl<br>Company of Ne<br>ressly represent<br>racts. Assignor<br>of this transaction<br>representations<br>his transaction.<br>'s tax treatment  | ign and transfer witho<br>all assignable benefit<br>hange for a new polic<br>w York for such polic<br>and recognize that the<br>represents and agree<br>on. Assignor represent<br>a concerning Assignon<br>American National Li<br>under Internal Revent |
|  | policy/anr<br>insurance<br>Section 10<br>Company   | nuity contract for a new life in<br>or annuity contract for a new<br>035 of the Internal Revenue (<br>of New York assumes no liak  | surance policy of<br>life insurance p<br>Code. I understa   | or an annuity cont<br>policy or annuity c<br>and, acknowledge  | tract, or the e<br>contract, does<br>e, and agree   | exchange of a particular solution of a particu | ortion of an existing li<br>a valid exchange und<br>National Life Insurand   |
| \$ Amount of 1035 Exchange \$ Amount of loan included in 1035 Exchange   |  |  | if 1035 Exchan  | ige includes loar  | value:  |  |  |
| (Not available with all products)  | \$   | Amount of 1035 Excl  | hange \$  |  |   |  | xchange  |

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

|        | direct the Institution named above to<br>n order to set up a Non-Qualified po | liquidate and transfer the assets to American National Life Insurance Company of New licy/contract: ( <i>Must Specify</i> ) |
|--------|---|---|
| 🗆 In   | nmediately  | Effective Date:/  |
|        | Mutual Funds Shares   | Certificate of Deposit  |
|        | Brokerage Account   | Money Market  |
|        |   | □ Other   |
| l 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. Po  | licy/Contract/Account Statement   | Only applicable for 1035 Exchanges for Life Contact 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 numbe<br>knowledge and belief, is not in anyo     | red policy/contract/account has been lost or destroyed and to the best of my/our ne's possession.                           |
|        | Not Applicable, The Existing Policy   | Contract/Account is a Partial Exchange.   |

## 5. Special Instructions

#### 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   | X  |
| Signature of Insured/Annuitant                                      | Signature of Joint Annuitant (for Immediate Annuities) |
| x   | X  |
| Signature of Owner (if other than Annuitant)                        | Signature of Joint Owner (if other than Annuitant)     |
| x   | X  |
| Signature of Guarantee (if Required)                                | Signature of Agent                                     |
| Signature Requirements:   |  |
| Joint Owners - All owners must sign.                                |  |
| Custodian - Custodian must sign with the Custodian designation      | n 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 design      | nation next to name.                                   |
| Trust - All Trustees must sign if required by trust and must includ | de 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

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(Signature/Title)

Date \_

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