

# Assured Income 7<sup>®</sup> Fixed Index Annuity

# **New Business Instructions**

Issued by Delaware Life Insurance Company

| Please use the following checklist as a guide to ensure busin  All cross-outs or alterations made to any form submitted m  |   |
|--|---|
| Application Documents  |   |
| Delivery of Buyer's Guide, if applicable.  • Must be delivered at or before time of application.  Application Initial Premium  • Minimum initial Premium is \$25,000 and the maximum is \$1,000,000.  • Index Account Elections must total 100%.   | Signature Requirements for Application Documents All Owners and the Selling Agent(s) must sign:  • Application  • Disclosure Statement  • Notice Regarding Standards for Medi-Cal Eligibility (CA Only)   |
| <ul> <li>• Index Account Elections must total 100%.</li> <li>Owner(s)</li> <li>Important: The Death Benefit for this product is based on the Owner's life.</li> <li>• Non-Qualified Contracts: Joint Owner must be spouse of Owner.</li> <li>• Trust Owned Contracts: Please submit our Trust Affidavit form along with Application.</li> </ul>  | Comparison of Annuity Contracts  Additional Forms – Certain account registrations may require additional client forms to be completed by your client. Please contact Customer Service at 877-253-2323 with any questions.  Transfer / 1035 Exchange (if applicable)   |
| <ul> <li>Beneficiary(ies)</li> <li>Primary Beneficiary is required.</li> <li>Beneficiary Allocations must be set to whole percentages; we do not accept decimals.</li> <li>Agent Commission Option</li> <li>Agent Commission option will default to Option 1 – Up-Front, if no option is selected.</li> <li>Disclosure Statement</li> <li>Notice Regarding Standards for Medi-Cal Eligibility</li> </ul> | <ul> <li>Replacement Form</li> <li>Complete and sign the necessary Form A or state-specific replacement form, based on the requirements of the state in which the application is signed.</li> <li>Qualified Transfer/1035 Exchange Form</li> <li>If the owner is transferring funds from another company to purchase this annuity, please complete the Qualified Transfer/1035 Exchange Form.</li> <li>Owner(s) must sign.</li> </ul> |
| (CA Only)  Comparison of Annuity Contracts (CA Only)   | <b>Note:</b> To complete a transfer/1035 exchange, the Owner(s)/Annuitant(s) on the existing contract must be identical to the new contract. (Transfers must be like for like to be in good order.)   |

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#### **New Business Instructions (continued)**

#### **Delivery Instructions**

- Make check payable to: Delaware Life Insurance Company
- Please ensure that the owner's name is referenced on the check
- Keep a copy of the documents for your files.
- Mail application and forms, together with the check or transfer form to:

Delaware Life P.O. Box 758580 Topeka, KS 66675-8580

By Overnight mail:

Delaware Life Mail Zone 581 5801 SW 6th Avenue Topeka, KS 66636

Delaware Life Insurance Company (Waltham, MA) is authorized to transact business in all states (except New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is a member of Group One Thousand One, LLC ("Group1001").

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# **Application – Assured Income 7**°

Individual Flexible Premium Fixed Indexed Deferred Annuity With Market Value Adjustment Feature

Issued by Delaware Life Insurance Company, P.O. Box 758581, Topeka, KS 66675-8581 (the "Company")

| A Owner                                  |                 |                             |                                  |             |                 |       |                         |
|--|-----------------|-----------------------------|----------------------------------|-------------|-----------------|-------|-------------------------|
| Owner<br>(If trust, include Trustee Aff  | idavit)         |                             | Joint Owner Information          |             |                 | ied ( | contracts only          |
| Complete Name (First-Middle-Last)        |                 | Complete Name (First-Middle | e-Last)                          |             |                 |       |                         |
| Residential Address                      |                 |                             | Residential Address              |             |                 |       |                         |
| City                                     | State           | Zip Code                    | City                             |             | State           |       | Zip Code                |
| Mailing Address (if different from Resid | ential Address) |                             | Mailing Address (if different fr | rom Resider | ntial Address)  |       |                         |
| City                                     | State           | Zip Code                    | City                             |             | State           |       | Zip Code                |
| Social Security Number or TIN            | Gender Male     | Female Entity               | Social Security Number or TIN    | Gender Male | e Female        | Date  | e of Birth (mm/dd/year) |
| Date of Birth or Trust Date (mm/dd/yea   | Phone Number    |                             | Phone Number                     |             | Relationship to | o Owr | ner                     |



| B Annuita                                  | nt  |                     |                                |  |
|--|---|---------------------|--------------------------------|--|
| Annuitant Infor                            | mation  | Jo                  | oint Annuitant Informa         | ation (For non-qualified contracts only)     |
| (Complete only                             | if Annuitant is different from C                    | Owner) (N           | lot available for Indivi       | dual Retirement Annuities)                   |
| Complete Name (Firs                        | t-Middle-Last)                                      |                     | Complete Name (First-Middle-L  | ast)   |
| Residential Address (                      | No PO Box)  | F                   | Residential Address (No PO Box |  |
| City                                       | State   | Zip Code (          | Dity                           | State Zip Code                               |
| Social Security Numb                       | Gender Male   | Female              | Social Security Number         | Gender  Male Female                          |
| Date of Birth (mm/do                       | /year) Phone Number                                 |                     | Date of Birth (mm/dd/year)     | Phone Number                                 |
|  | ,   |                     |                                |  |
| C Plan Ty                                  | oe e  |                     |                                |  |
| Plan Type (checonomic Non-Qualifor SEP IRA |   | Roth IRA If 7       | Roth IRA Contribution          | licable  oution – Tax Year  – Tax Year  Oate |
| D Premiur                                  | n Payment   |                     |                                |  |
| Indicate all that                          | apply in each column:                               |                     |                                |  |
| Premium/Meth                               | od of Payment                                       |                     | Applicable Sou                 | urce(s)                                      |
| Cash with application:                     | Check (make payable to Dela  Wire Bank Originating: | ware Life Insurance | Direct Q                       | ualified Transfer of Funds                   |
| Expected<br>Transfer<br>Amount:            | Brokerage Transfer Brokerage Account Num            | fer                 | Carrier: _                     | Exchange  Los Fund Non Qualified Transfer    |
|  | Agent/Client initiated F Source of Funds:           | -<br>unds           |                                | ual Fund Non-Qualified Transfer              |

| Ε     | Existing Coverages/Replacement  |
|-------|---|
| Plea  | se answer the following questions:  |
|       | Do you have any other life insurance policies or annuity contracts? Yes   |
| I     | s the Contract applied for replacing or intended to replace or change any existing ife insurance or annuity contracts?  |
| F     | Transfer Instructions   |
| Cor   | nplete this section only if you are submitting a Transfer In/1035 Exchange Form.  |
| Che   | eck one box:  |
|       | Single Transfer/1035 Exchange Only one transfer is expected to fund the Contract. No additional selections are required.  |
|       | Multiple Transfers/1035 Exchanges  More than one transfer/1035 Exchange is expected to fund the Contract.  You must select a Contract Issue Date in Section G below (required).   |
|       | Cash with application and Transfer(s)/1035 Exchange(s) Cash and additional transfer(s) are expected to fund the Contract. You must select a Contract Issue Date in Section G below (required).  |
| G     | Contract Issue Date Selection   |
|       | nplete this section only if you checked either Multiple Transfers/1035 Exchanges or Cash with application and nsfer(s)/1035 Exchange(s) in Section G above.   |
| Not   | e: Interest on your Initial Premium will be credited beginning on the Contract Issue Date.  |
| Che   | ck one*:  |
|       | First Premium Received Your Contract will be issued on the date when the first Premium is received by the Company. The Premium will be applied to your Contract according to the Index Account Allocation you selected in this Application. All subsequent Premiums received will be invested into the Fixed Account until your first Contract Anniversary. |
|       | Last Premium Received Your Contract will be issued on the date the last Premium is received by the Company. All subsequent Premiums received after the Contract Issue Date will be invested into the Fixed Account.   |
|       | If all requested Premiums are not received by the 90th calendar day from the application signature date, the Company will return the application along with any held Premiums.  |
| *If n | either option is selected. Your Contract Issue Date will be the First Premium Received Date and all subsequent  |

\*If neither option is selected, Your Contract Issue Date will be the First Premium Received Date and all subsequent Premiums will be invested into the Fixed Account until Your First Contract Anniversary, at which time you will be able to reallocate into the available Index Accounts.

# H Index Account Allocations

Select from the index strategies below. You must allocate a whole percentage to each investment option you select. The total must equal 100%.

| S&P 500°   |      |
|--|------|
| 1-Year Term Point-to-Point with Cap                | %    |
| 1-Year Performance Trigger                         | %    |
| 1 Year Term Point-to-Point with Participation Rate | %    |
| Fixed Account                                      | %    |
| Total Allocation                                   | 100% |

| I Beneficiary Information  |  |       |              |          |  |
|--|--|-------|--------------|----------|--|
| Primary  |  |       |              |          |  |
| Complete Name (First-Middle-Last)  |  |       |              |          |  |
| Residential Address (No PO Box)  |  |       |              |          |  |
| City   |  | State | 9            | Zip Code |  |
| Social Security Number/Tax ID Number   | Relationship to Owner                                    |       | Allocation   | %        |  |
| Gender Male Female Entity  | Date of Birth/Trust Date (mm/dd/year)                    |       | Phone Number |          |  |
| Primary Contingent   |  |       |              |          |  |
| Complete Name (First-Middle-Last)  |  |       |              |          |  |
| Residential Address (No PO Box)  |  |       |              |          |  |
| City   |  | State | )            | Zip Code |  |
| Social Security Number/Tax ID Number   | Relationship to Owner                                    |       | Allocation   | %        |  |
| Gender Male Female Entity  | Date of Birth/Trust Date (mm/dd/year)                    |       | Phone Number | ,,,      |  |
| Primary Contingent   |  |       |              |          |  |
| Complete Name (First-Middle-Last)  |  |       |              |          |  |
| Residential Address (No PO Box)  |  |       |              |          |  |
| City   |  | State | 9            | Zip Code |  |
| Social Security Number/Tax ID Number   | Relationship to Owner                                    |       | Allocation   | 0/       |  |
| Gender   | Date of Birth/Trust Date (mm/dd/year)                    |       | Phone Number | %        |  |
| Male Female Entity   |  |       |              |          |  |
| Primary Contingent  Complete Name (First-Middle-Last)                        |  |       |              |          |  |
| Residential Address (No PO Box)  |  |       |              |          |  |
| City   |  | State |              | Zip Code |  |
| City   |  | State |              | Zip Code |  |
| Social Security Number/Tax ID Number   | ty Number/Tax ID Number Relationship to Owner Allocation |       |              |          |  |
| Gender Male Female Entity Date of Birth/Trust Date (mm/dd/year) Phone Number |  |       |              |          |  |
| Primary Contingent   |  |       |              |          |  |
| Complete Name (First-Middle-Last)  |  |       |              |          |  |
| Residential Address (No PO Box)  |  |       |              |          |  |
| City   |  | State |              | Zip Code |  |
| Social Security Number/Tax ID Number   | Relationship to Owner                                    |       | Allocation   | %        |  |
| Gender Male Female Entity  | Date of Birth/Trust Date (mm/dd/year)                    |       | Phone Number | ,,,      |  |

#### Agent Authorization – Reallocation

By checking "Yes," I/we hereby authorize the Agent(s) identified in this Application, any Agent of record servicing the Contract in the future, and his/her/their designees, to provide the Company with account value reallocation instructions from time to time via any means acceptable to the Company. I/we understand and agree that the Company may terminate this authorization at its discretion at any time without prior notice, but in the absence of such termination, this authorization will remain effective until the Company receives at its administrative office, in a form acceptable to the Company, notice from me/us that this authorization has been revoked or proof of an owner's death. I/we understand that the Company has established procedures reasonably designed to confirm that reallocation instructions communicated to it are genuine, that these procedures may require any person requesting reallocation to provide my/our personal and/or Contract identifying information, and that the Company will not be liable for following instructions that it reasonably believes are genuine.

Yes

### **K** Acknowledgement and Signatures

The assets in your Contract are subject to state unclaimed property laws which provide that if no activity occurs in your Contract within the time period specified by the particular state law after the Contract's maturity date or date that the death benefit is due and payable, your assets must be transferred to the appropriate state. We are required by law to advise you that your assets may be transferred to an appropriate state in compliance with these state laws.

Under penalty of perjury, I certify that (1) the Social Security or taxpayer identification number shown on this form is my correct Social Security or taxpayer identification number, (2) I am not subject to backup withholding as a result of either being exempt from backup withholding, not being notified by the IRS of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding, (3) I am a U.S. person (including a U.S. resident alien), and (4) I am exempt from FATCA reporting. (Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding due to a failure to report all interest and dividends.)

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

I agree to all terms and conditions as shown, and have read and understand all the statements made above. I represent that all statements made in this application are true, to the best of my knowledge and belief. I understand that amounts payable under the Contract may be subject to Withdrawal and Surrender Charges and Market Value Adjustment, which may cause the values to increase or decrease if withdrawn or surrendered prior to a specified date or dates as stated in the Contract and/or endorsement attached to the Contract.

I understand and acknowledge that the Company does not offer legal, financial, tax, investment or estate-planning advice and I have had the opportunity to seek such advice from the proper sources before applying for this Contract.

I believe this to be a suitable purchase for my financial status. I received and reviewed a Disclosure Document that includes information about my annuity Contract, its benefits, and the fees and charges that apply to it.

I UNDERSTAND THAT WHILE THE VALUES OF THIS CONTRACT MAY BE AFFECTED BY THE PERFORMANCE OF AN EXTERNAL INDEX, THE CONTRACT DOES NOT DIRECTLY OR INDIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS, INCLUDING BUT NOT LIMITED TO, ANY DIVIDEND PAYMENTS.

| Signature of Owner   | Date (mm/dd/year)     | State Where Signed  |
|--|-----------------------|---------------------|
| X  |                       |                     |
| Signing as: Trustee Other Fiduciary (eg. Attorney In Fact POA, Guardia   | an, Authorized Office | er)                 |
| Signature of Joint Owner X   | Date (mm/dd/year)     | State Where Signed  |
| Signing as: Trustee Other Fiduciary (eg. Attorney In Fact POA, Guardia   | an, Authorized Office | er)                 |
| Fraud Notice: Any person who knowingly presents a false statement in an apparent a criminal offense and subject to penalties under state law.  | olication for insuran | ce may be guilty of |
| Patriot Act Notice: To help the government fight the funding of terrorism and morequires us to obtain and record information for each person who opens an accommunity on annuity contract. |                       |                     |
| L Special Instructions   |                       |                     |
|  |                       |                     |
|  |                       |                     |
|  |                       |                     |
|  |                       |                     |
|  |                       |                     |

| M Agent Commission Option  |  |                      |
|--|--|----------------------|
| This section to be completed by Agent.   |  |                      |
| Option 1 – Up-Front (Option 1 will be the default Agent Commission   | n Option if none is selected.)                                       |                      |
| Option 2 – High upfront with lower trail   |  |                      |
| Option 3 – Lower upfront with higher trail   |  |                      |
| N Agent Signature(s)   |  |                      |
| Will this Contract replace any existing life insurance policy or annuit  | ty contract?   | Yes No               |
| If "Yes," please explain   |  |                      |
| For any replacement, indicate the type of coverage proposed to be rep  Term Life Whole Life Variable Life Fixed Annuity  Other  2. Advertising materials:  | y Variable Annuity   |                      |
| <ul> <li>I certify that I used only Company-approved sales material with the sales material was left with the applicant.</li> <li>I certify that a printed copy of any electronically presented sales owner no later than the date the Contract is delivered.</li> </ul> |  |                      |
| 3. I certify that this Application is in accordance with the Company's B of replacements.  | Business Guidelines with respect                                     | to the acceptability |
| 4. By signing below, I hereby certify, to the best of my knowledge and true. I also certify that I have explained any applicable Surrender C Value Adjustment provisions contained in this Contract, and I cert owner, based upon the proposed owner's disclosure.       | Charges, Early Withdrawal Adju<br>tify that this annuity is suitable | stment and Market    |
| If you haven't received your Agent number please indicate "PENDING"  |  |                      |
| Agent Name (Print Legibly) Em  | nail Address   |                      |
| Office Phone Number  Agent Number  |  | Split %              |
| Agent Name (Print Legibly)   | nail Address   |                      |
| Office Phone Number  Agent Number  |  | Split %              |
| Signature of Agent   |  | Date (mm/dd/year)    |
| Signature of Agent (If Joint Case)   |  | Date (mm/dd/year)    |

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# NOT FDIC INSURED | MAY LOSE VALUE | NO BANK OR CREDIT UNION GUARANTEE NOT A DEPOSIT | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY OR NCUA/NCUSIF

Delaware Life Insurance Company (Waltham, MA) is authorized to transact business in all states (except New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is a member of Group One Thousand One, LLC ("Group1001").

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#### Introduction

The Kentucky Department of Insurance is pleased to offer this "Annuity Buyer's Guide" as an aid to assist you in determining your insurance needs and the products that will fill those needs. This guide contains only a brief description of various annuity products. For specific information about a particular type of annuity, you should consult an agent. This guide is not meant to offer legal, financial or tax advice. You may want to consult independent advisors for those specific questions. This guide does not endorse any company, agent or policy type.

#### What is an Annuity?

An annuity is a contract where an insurance company promises to make payments to an annuitant over a specified period of time or for life. One of the purposes for an annuity is to make sure a person does not outlive his income. An annuity is a type of insurance to protect against the risk of financial hardship during retirement.

There are three participants in an annuity contract: the owner, the annuitant and the beneficiary. Most of the time, the annuitant and the owner are the same person, but it is not required. The owner is the purchaser of the annuity, pays the premiums and has the right to surrender the annuity. The owner also is responsible for any taxes due upon surrender or payout and is usually the person who names the beneficiary of the contract. The annuitant is the person whose age and life expectancy is going to be used to calculate the benefits of the annuity and who will receive the annuity payments. The beneficiary receives the death benefit upon death of the annuitant or the owner.

# **Various Types of Annuities**

**Fixed annuity** – This type of annuity accumulates interest on the funds deposited into the annuity on a fixed rate basis. Every fixed annuity has a current interest rate and a minimum guaranteed interest rate. The current interest rate will always be equal to or higher than the minimum guaranteed interest rate. Although this varies from company to company and contract to contract, the current interest rate is declared on an annual basis, usually after an initial guarantee period. With a fixed annuity, the insurance company assumes the risk of paying at least the minimum guaranteed interest rate.

**Variable annuity** – Different than a fixed annuity, a variable annuity pays varying rates of interest on the funds placed inside the annuity based upon the investment options chosen by the annuity owner. If the investment choices do well, the annuity will do well. If the investment choices do poorly, the annuity will not grow as well or even could lose value. Because the growth of a variable annuity is not guaranteed by the insurance company, the contract holder assumes the risk.

**Immediate annuity** – This type of annuity begins paying a benefit very soon, usually within 30 days to one year after it is purchased, and usually requires a lump sum payment.

**Indexed annuity** – This is a fairly new product in the annuity market. Indexed annuities pay an interest rate that is tied to the performance of a common or well-known index such as the S&P 500, the Russell 1000 or the S&P 100. The growth of an indexed annuity is based upon the participation rate of the index it is tied to. For example, if an indexed annuity has a defined participation rate of 70 percent and the index it follows goes up by 10 percent, the annuity's accumulation value will increase by 7 percent (10 percent increase times the 70 percent participation rate). On the downside, most indexed annuities specify a "floor" that the annuity growth rate cannot go below or offer a minimum interest rate. Typically this minimum rate is 1 percent to 3 percent.

#### **Things Common to all Annuities**

There are two distinct phases to an annuity - the accumulation phase and the payout phase. The accumulation phase is the first phase where all the premiums are paid into the annuity and the money grows tax-deferred. The second phase is the payout phase, which is when the annuity actually starts to pay the benefits to the annuitant. There are several payout options; a few of these options will be discussed in the following section. Make sure your agent goes over each option with you thoroughly so that you choose the one most appropriate for your needs. It is very important to understand that once a payout option is chosen and you start receiving payments, that option cannot be changed.

# **Examples of Payout Options (Settlement Options)**

- Life income (no refund) Pays an income as long as the annuitant is alive. Payments stop when the annuitant dies.
- Life income with period certain (10, 15 or 20 years) Pays an income as long as the annuitant is alive. If the annuitant dies before the period certain has expired, payments are made to the beneficiary for the balance of the period.
- Life income with installments (refund) This option provides a monthly annuity payment during the lifetime of the annuitant with a guarantee that payments will be made for a certain number of months (not necessarily for the annuitant's full lifetime). The number of months is determined by dividing the accumulated amount of the annuity by the amount of the first monthly annuity payment. Only the number of months is guaranteed so there is no guarantee of a full refund.

The following payout options assume there are two individuals that will be receiving benefits from the annuity

- Joint and full to survivor (no refund) This option pays an income as long as one or more annuitant is living. Payments stop when both annuitants are deceased.
- Joint and 2/3 to survivor (no refund) This option pays an income while both annuitants are alive. When one dies, 2/3 income payments continue during the survivor's lifetime. Payments stop when the second annuitant dies.
- Joint and full to survivor with period certain (10, 15 or 20 years) Pays an income while at least one annuitant is alive. If both annuitants die before the specified period expires, payments of the balance of the period certain continue to the beneficiary.
- Joint and full to survivor with installments (refund) This option pays a monthly payment during the lifetime of the annuitant with a guarantee that payments will be made for a certain number of months. The number of months is determined by dividing the accumulated amount of the annuity by the amount of the first monthly annuity payment. Only the number of months is guaranteed so there is no guarantee of a full refund.
- Joint and 2/3 to survivor with period certain (10, 15 or 20 years) Pays an income while both annuitants are living. When one dies, 2/3 of the income payment continues during the survivor's lifetime. If the second annuitant dies before the period certain expires, the 2/3 payment amount continues to the beneficiary for the balance of the period.

# **Guaranteed Living Benefits**

Guaranteed living benefits may be found as a provision in an annuity contract or added by rider endorsement or amendment to an annuity contract. There are 3 different types and can be very complicated. One important thing to consider is whether or not the particular contract you are considering purchasing allows these benefits to be assignable or not. Be sure to read your contract carefully before purchasing. These different guarantees provide a downside protection to an annuity contract. They are tools to aid in the management of risk by transferring different risks from the buyer to the insurer. There are different types of guarantees defined as follows:

- 1. **Guaranteed Minimum Withdrawal Benefits (GMWB)** guarantees the return of at least the owner's investment, or that investment plus an interest component (the benefit base) through periodic partial withdrawals of a certain percent or less of the benefit base, even if the annuity cash value falls to zero. There is usually no waiting period.
- 2. **Guaranteed Minimum Income Benefit (GMIB)** guarantees that, regardless of actual policy performance, the buyer is assured a certain minimum future income, but only in the form of a regular annuity payout. It does not guarantee a lump sum.
- 3. **Guaranteed Minimum Accumulation Benefit (GMAB)** unlike the other guarantees the GMAB guarantees a minimum lump sum at the end.

## Will You be Penalized if You Withdraw Money From Your Annuity?

In most cases "Yes." However, some annuities have a provision that permits you to withdraw a certain amount each year, usually 10 percent of the annuity value, without having to pay a surrender charge. Please remember, even though you may not have to pay a surrender charge, there may be taxes to be paid on some or all of the money you withdraw. It is recommended that you consult a tax advisor or your annuity insurance company regarding the tax consequences before you make the withdrawal.

## **Important Things to Consider**

- 1. Review your own insurance needs and circumstances. Choose the kind of contract that has benefits that most closely fit your needs. Ask an agent or company to help you.
- 2. Be sure that you can handle the premium payments. Ask about any possible increases in premium amounts and what may cause an increase.
- 3. Don't sign an application until you review it carefully to be sure all the answers are complete and accurate.
- 4. Don't drop one contract and buy another without a thorough study of the new contract and the one you have now. Replacing your insurance may be costly.
- 5. Read your policy carefully. Ask your agent or company about anything that is not clear to you.
- 6. Periodically review your insurance program with your agent or company to keep up with changes in your income and your needs.
- 7. Do not buy a contract until you have a good understanding of how it works.

# Are You Considering Dropping or Replacing an Existing Annuity Contract?

If you are thinking about dropping or replacing an annuity contract, here are some things you should consider:

- If you decide to replace your contract, do not cancel your old contract until you have received the new one. You usually will have a minimum of 30 days to review your new contract to decide if it is what you want.
- It may be costly to replace a contract. There may be substantial surrender charges that you will incur. Remember that if you have held your existing contract long enough and no longer have to pay surrender charges, purchasing a new contract may start a new period of surrender charges.
- Consider consulting a tax advisor to see if dropping your contract could affect your income taxes.
- You may have valuable rights and benefits in your existing contract that are not in the new contract.
- If the annuity contract you have now no longer meets your needs, you may not have to replace it. You might be able to adjust your existing contract or purchase an additional contract to get the coverage or benefits you now need

In all cases, if you are thinking of buying a new contract to replace your existing one, check with the agent or company that issued your existing contract. Before replacing, ask your agent or company for an updated illustration (in-force illustration). Check to see how the contract has performed and what you should expect in the future based on the guarantees.

#### **How Can You Find Missing Contracts?**

If the deceased's estate went through probate, there is a chance that the contract might have been listed as an asset.

Begin by contacting insurance companies. Try to narrow your search as much as possible. For example, start with those companies most prominent where the deceased lived or worked. Contact the benefits coordinator at the deceased's place of employment. Remember, unless you are the beneficiary, the company is not required to offer any information. Try to provide as much information as possible, including the deceased's name and any aliases, Social Security number, date of birth, etc.

Ask the estate's executor to request copies of all bank statements and other records. If a check has been written or an automatic payment has been made to an insurance company, this might provide a lead.

Contact the deceased's insurance agent for homeowners, renters, or auto insurance. Although he may not have sold your friend or relative an annuity contract, many agents keep records of their client's insurance purchases.

#### **Final Points to Consider**

Remember to read your annuity contract carefully when you receive it. Ask your agent or insurance company to explain anything you don't understand. If you have a specific complaint or can't get the answers you need from the agent or company, contact your state insurance department.

#### **Insurer Rating Organizations**

Other sources of information related to the financial strengths of companies are insurance rating organizations. Some of these are A.M. Best, Fitch Ratings, Moody's Investors Service, Standard and Poor's, and Weiss Ratings Inc. You can use these sources to help you research and determine which companies you would like to contact about your insurance needs. The Kentucky Department of Insurance can provide you with ratings from A.M. Best or you can contact the companies directly to get information about their ratings.

A.M. Best www.ambest.com

Telephone: 908-439-2200

Fitch Ratings www.fitchratings.com Telephone: 800-893-4824

Moody's Investors Service www.moodys.com Telephone: 212-553-0377 Standard and Poor's www.standardandpoors.com Telephone: 212-438-2000

Weiss Ratings LLC www.weissratings.com Telephone: 877-934-7778

# **Other Important Terms**

<u>Amendment, Endorsement or Rider</u> – forms that are used to effect contract changes requested by an owner to an individual annuity contract.

<u>Annuitize</u> - This is a term used when the owner elects to convert the lump sum of the accumulated value of the annuity contract to begin receiving a series of payments.

<u>Assignment</u> – transfer of rights under an annuity contract to another person or business in exchange for partial or total ownership rights to the contract.

<u>Guaranteed Living Benefits</u> - a contract provision or added to a contract by rider. These different guarantees provide a downside guarantee to an annuity contract. They are tools to aid in the management of risk by transferring risk from the owner to the insurer. There are different types of guarantees, as follows:

- 1. **Guaranteed Minimum Withdrawal Benefit (GMWB)** the benefit guarantees the return of at least the owner's investment, or that investment plus an interest component (the benefit base) through periodic partial withdrawals of a certain percent or less of the benefit base, even if the annuity cash value falls to zero. There is usually no waiting period.
- 2. **Guaranteed Minimum Income Benefit (GMIB)** the benefit guarantees that, regardless of actual contract performance, the owner is assured a certain minimum future income, but only in the form of a regular annuity payout. It does not guarantee a lump sum.
- 3. **Guaranteed Minimum Accumulation Benefit (GMAB)** unlike the other guarantees the GMAB guarantees a minimum lump sum at the end.

<u>Long-Term Care Riders</u> - a provision which may or may not require an extra premium that allows for the reduction of the annuity value based upon long term care expenses without applying surrender charges. A benefit above the value of the annuity also may be purchased for an additional cost.

<u>Market Value Adjustment</u> – increase or decrease in the surrender charge of the annuity contract depending on the current financial markets. The cash value is adjusted upward if the policy interest rate is greater than the current interest rate on new money and thus, if interest rates decline after the date the annuity contract is purchased, the surrender charge decreases. However, if the cash value is adjusted downward if the policy interest rate is less than the current interest rate on new money and thus, if interest rates rise after the purchase date of the annuity contract, the surrender charge increases.

<u>Tax-Free Exchange</u> (1035 Exchange) – under Section 1035 of the Internal Revenue Code stipulations that the exchange of one life insurance policy for another life insurance policy generally will not result in a recognized gain for the purposes of federal income tax purposes to the policy owner. The insured must be the same on both policies. Life policies can be exchanged for life policies, life policies can be exchanged for annuities and annuities can be exchanged for annuities. Annuities cannot be exchanged for life policies. With annuities, the annuitant must be the same on both contracts.

<u>Ten Day Free Look</u> – a contract provision notifying purchasers of new insurance that they have ten days after delivery of the annuity contract to inspect it and if not satisfied, return it to the agent or company for a full refund of all premiums paid.



Assured Income 7<sup>®</sup> Fixed Index Annuity

# **Disclosure Statement**

Delaware Life Insurance Company, Waltham, MA (the "Company")

Thank you for your interest in a Delaware Life Assured Income 7° Fixed Index Annuity. This Disclosure Statement provides an important summary of the features and benefits provided by the annuity contract ("Contract"); however, it is not part of the Contract. It is important that You understand the benefit, features, and limitations of this annuity before making your purchasing decision. To the extent this document conflicts with any provision of the Contract, the Contract controls.

You can use an annuity to save money for retirement and to receive retirement income for life. It is not meant to be used to meet short-term goals. You should not buy this annuity if You are looking for a short-term investment or if You may need to withdraw money before the end of the 7-Year withdrawal and surrender charge period. Please refer to the Charges and Adjustments section below for more information.

If you decide to purchase this annuity, please read the following information carefully, sign, and return the Signature Page of this Disclosure Statement. If you have questions about this annuity, ask your financial advisor or contact Us at **877-253-2323**.

**Note:** References to financial advisors, producers, representatives, and agents will all be noted as "financial advisor" in this Disclosure Statement.

#### Who are the parties to the Annuity Contract?

Parties to the Annuity Contract are Owner(s), Annuitant(s), and Beneficiary(ies).

- Owner(s) The person(s) who designate the annuitant(s) and beneficiary(ies).
- Annuitant(s) The person(s) upon whose lifetime(s) the annuity payments may be based.
- Beneficiary(ies) The person(s) entitled to receive a Death Benefit payable under this Contract.

#### Is it important to choose carefully when selecting the parties in My Contract?

Yes. Carefully consider whom You select as the Owner(s), Annuitant(s), and Beneficiary(ies). These choices are critical in the operation of Your annuity and they affect when and to whom Death Benefits may be paid.

#### What are the main features of my Delaware Life Assured Income 7° fixed index deferred annuity?

- A guaranteed lifetime withdrawal benefit provides security through guaranteed income payments every year
  if certain conditions are met—even if the account value of Your Contract decreases to zero. For details and
  fees, refer to the Guaranteed Living Benefit Rider section of this Disclosure Statement.
- You may allocate money to different types of interest crediting strategies for specified periods of time (Term) or to a Fixed Account that earns interest at a fixed rate We declare for the Term.
- Because this is a flexible premium annuity, You purchase the annuity with an initial Premium (minimum \$25,000) and may choose to pay additional premium into the annuity (minimum \$500). The total amount of Premiums You may pay for Your Contract cannot exceed the Maximum Premium Amount shown in Your Contract of \$1 million, unless You have received prior Company approval.
- This annuity is a deferred annuity, which means annuity benefit payments will begin on a future date. You don't pay taxes on the interest Your annuity earns until and unless You make partial withdrawals or fully surrender.
- Tax statuses of Qualified (e.g. IRA) and Non-Qualified are available.

#### What is a Free Look?

If you are not satisfied with the Contract, You may return it within 30 days for a refund of all premiums paid and any contract fees or other charges.

# Your Account Values

#### How is the account value determined?

The account value is the sum of the Fixed Account Value and Index Account Value. Values are affected by these factors:

- Premiums paid
- Interest earned during the Accumulation Phase of Your Contract
- Withdrawals and/or amounts applied to a Settlement Option
- Rider Fees We will deduct an annual rider charge from Your account value on each Contract Anniversary.

# Premium Allocation Options

#### How are my initial Premium and additional Premiums allocated?

When You buy this annuity, You choose how much of Your initial Premium to allocate to Your choice of Index Accounts and the Fixed Account. When We receive Your initial Premium, We allocate according to the elections on Your application. Unless You change Your selections before the end of a Term, they will automatically renew for a new Term.

Additional Premium payments are automatically allocated to the Fixed Account where they earn interest until the next Contract Anniversary, at which time you may reallocate all or a portion of the Fixed Account value to one or more Index Accounts.

# Index and Index Strategy Options

#### How are my initial Premium and additional Premiums allocated?

You choose both an Index and an Index Strategy which in combination are known as an Index Account. You can allocate money to one or more Index Accounts as well as to the Fixed Account described in the following sections.

# Indexed Account Options

The Delaware Life Assured Income 7° Fixed Index Annuity offers the following Index Accounts:

- S&P 500° 1-Year Point-To-Point with Cap
- S&P 500° 1-Year Performance Trigger
- S&P 500° 1-Year Point-To-Point with Participation Rate

The **Standard & Poor's 500° (S&P 500°)** is an American stock market Index based on the market capitalizations of 500 large companies having common stock listed on the NYSE or NASDAQ. The S&P 500° Index components and their weightings are determined by S&P Dow Jones Indices.

This annuity doesn't participate directly in any stock, debt or other investments. If You buy this annuity, You are not investing directly in the S&P 500® or the investments included in the index.

#### What limits apply to Index Strategies?

We limit the portion of a positive Index change that can be credited to Your account value by applying either an index cap, participation rate, spread or performance trigger to each Index Strategy.

- Index Cap Rate An upper limit to the percentage of gain in the value of the Index. Refer to Appendix B for Index Cap Rate calculation.
- PT Interest Rate Credits funds at a fixed/declared rate based on a positive return of the index. That rate
  is fixed regardless of the level of the index's positive return. An index return that is less than or equal to 0%
  results in a 0% index interest rate.
- Index Participation Rate A percentage of gain in the value of the Index. Refer to Appendix B for Index Participation Rate calculation.

The Index Cap Rate, PT Interest Rate and Participation Rate are all subject to change. We will set the rates before the Term begins. These rates are expressed as percentages, but they are not guaranteed interest rates. For information about current and guaranteed minimum Index Cap Rates, PT Interest Rates and Participation Rates, ask Your financial advisor or contact Us.

#### What guarantees apply to the Index Strategies?

We guarantee that, for each Index Strategy, the Index Interest Rate for a Term will never be lower than 0%. We do not guarantee that amounts allocated to an Index Account will earn interest. If the Index Interest Rate for an Index Strategy is 0%, the Index Account using that Index Strategy earns no interest for that Term.

# Fixed Account Option

Amounts You allocate to the fixed rate account earn interest at the fixed rate, which is subject to change. We set the fixed rate for each Term before the Term begins. The fixed rate We declare will never be lower than the specified Guaranteed Minimum Fixed Interest Rate, which is currently 1.65%. Fixed rate interest is credited daily and compounded annually.

# Surrender Value

#### How is the surrender value of my annuity calculated?

Here's how We calculate the surrender value of Your annuity:



Please refer to the Charges and Adjustments section below for more information about MVA and withdrawal and surrender charges.

\*MVA only applies to Your annuity if issued in a state where MVA is allowed. MVA could result in a positive or negative adjustment to the account value.

# Charges and Adjustments

#### What charges and adjustments apply to my annuity?

The charges and adjustments described in this section apply to Your annuity including:

- Early withdrawal and surrender charges
- Market Value Adjustment (if applicable)
- · Guaranteed Living Withdrawal Benefit (GLWB) Rider charge

There are no other explicit expense charges other than those listed above.

#### What are withdrawal and surrender charges?

We take withdrawal and surrender charges when You take withdrawals in excess of the free withdrawal amount during the first 7 Contract Years. The free withdrawal amount is described in the Benefits section below.

The withdrawal and surrender rate depends on how long You own Your annuity. The rate schedule is set out below. The withdrawal charge is equal to the applicable rate multiplied by the amount subject to the charge.

| Contract Year | 1  | 2  | 3  | 4  | 5  | 6  | 7  | +  |
|---------------|----|----|----|----|----|----|----|----|
| Charge rate   | 7% | 6% | 5% | 4% | 3% | 2% | 1% | 0% |

**Example:** If you withdraw \$5,000 in excess of the free withdrawal amount from your annuity in the third contract year, your surrender charge is  $$5,000 \times 0.05 = $250$ . If you take out any amount after the 7th contract year, there is no withdrawal and surrender charge.

# Charges and Adjustments (continued)

#### What is a Market Value Adjustment (MVA)?

Depending on the state in which Your Contract was issued, We may also apply an MVA when You surrender Your annuity or take a withdrawal during the first 7 years that You own Your Contract.

MVA is an increase or decrease to the surrender value in Your annuity. This adjustment depends on changes in interest rates as reflected in the MVA Reference Index, which is described below, since the beginning of the initial Term and the amount of time remaining until the end of Contract Year 7.

- If the value of the reference index as of the Contract Date has gone up since Your Contract was issued, then any market value adjustment that may apply will decrease Your surrender value.
- If the value of the reference index as of the Contract Date has gone down since Your Contract was issued, then any market value adjustment that may apply will increase Your surrender value.

#### How will annuity benefit payments and withdrawals be taxed?

Your annuity is tax deferred, which means you don't pay taxes on the interest it earns until the money is paid to You.

- You will pay ordinary income taxes on the earned interest when:
  - You receive annuity benefit payments;
  - You surrender Your annuity; or
  - You take a withdrawal.
- If your state imposes a premium tax, it may be deducted from the money you receive.
- In addition, you may pay a 10% federal penalty tax on the taxable amount of any payment that You receive before age 59½. Please consult a tax professional for further information regarding possible exceptions to this penalty.

You may be able to exchange, directly transfer or roll over one tax-qualified annuity to another annuity or tax-qualified account without paying taxes. Before You do, compare the benefits, features and costs of each option. You may pay an early withdrawal charge under the old annuity or account. There is also a sales charge for Your new annuity, as well as other charges described in the Charges and Adjustments section above.

#### Does buying an annuity that is a Qualified Contract provide extra tax benefits?

Buying an annuity within qualified plans such as Traditional IRA, Roth IRA and SEP IRA doesn't give you extra tax benefits. Choose Your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits. Please consult a tax professional for further information regarding this Contract.

# Benefits

Benefits of Your annuity include free withdrawal amounts, minimum guaranteed surrender value (MGSV), Bailout Endorsement, Death Benefit, nursing home and terminal illness waivers, and a Guaranteed Lifetime Withdrawal Benefit Rider.

#### What is the free withdrawal amount?

During the first Contract Year, the Free Withdrawal Amount is the Required Minimum Distribution (RMD) as calculated by Delaware Life. In any subsequent Contract Year, the free withdrawal amount is an amount equal to 10% of Your account value as of the most recent Contract Anniversary or RMD amount (if higher) as calculated by Us. You may take only one tax year's RMD amount during any one Contract Year.



#### What is the minimum guaranteed surrender value (MGSV)?

MGSV is the minimum amount We could credit to Your account for annuity benefit payments, payable as a Death Benefit, or available upon surrender. This is important because We guarantee that the surrender value will never be less than the MGSV.

#### What is the Bailout Endorsement?

The Bailout Endorsement specifies conditions under which You may partially or fully surrender the Contract for the full Account Value and no Withdrawal Assessments (Surrender Charge/MVA).

A Bailout Cap Rate is set at issue and is the threshold for activating the Bailout option. The Bailout is activated if the index cap rate for the Bailout Index Account, currently the S&P Annual Point-to-Point with Cap Index Account, at renewal is lower than the Bailout Cap Rate.

If the Bailout is triggered, all applicable withdrawal assessments would be waived if You request a partial or full surrender during the Bailout Window (45 days from the beginning of the term).

The Bailout will only apply the first time the renewal Index Cap Rate is lower than the Bailout Cap Rate. No allocation to the Bailout Index Account is necessary to qualify for the Bailout.

#### What is the Death Benefit?

The Death Benefit is an amount payable to the designated Beneficiary(ies) upon the death of the Owner or Annuitant, as set out in Your Contract. It is equal to the greater of the account value or surrender value. No Withdrawal Assessments apply to the Death Benefit.

You may make or change a designation of Beneficiary at any time, subject to the limitations set out in Your Contract. Generally, if You don't designate a Beneficiary, the Beneficiary is Your estate.

#### What happens after I die?

If You die before the Annuity Date, We will pay the Death Benefit to Your Beneficiary(ies). If You die after the Annuity Date, We will continue payments if called for by the Settlement Option You chose.

#### What is Spousal Continuation?

If You die and Your spouse is the sole Beneficiary, Your surviving spouse may elect to become the successor Owner and Annuitant of the Contract.

This is called Spousal Continuation. Under Spousal Continuation, the Death Benefit provisions will not be applicable until the successor Owner's death.

#### What are the Nursing Home and Terminal Illness Waivers?

If You are confined to a nursing home and/or diagnosed with a terminal illness and meet the conditions set out in Your Contract, We will waive Withdrawal Assessments for a withdrawal or surrender. To be eligible for the Nursing Home Waiver, you must purchase Your Contract prior to Your 76th birthday and it must have been in force for at least one year. All Owners are eligible for the Terminal Illness Waiver on or after the first contract year.

# Income Options

#### How do I get income from my annuity?

You can get income from Your annuity through annuity benefit payments that begin on the Annuity Date. When You buy Your annuity, We set the Maturity Date, the latest possible Annuity Date when annuity payments must begin. On the Maturity Date, the account value is used to determine the annuity benefit payments. You may choose a different Annuity Date at any time, subject to the limitations set out in Your Contract.

You choose how the annuity benefit payments will be made - the Settlement Option. Your choices include:

- Option One Life Annuity: Guarantees income for the life of the Annuitant.
- Option Two Life Annuity with Period Certain: Pays income to the Annuitant for the fixed period of time You select. If the Annuitant dies before the end of that fixed period, the annuity pays income to the Beneficiary for the rest of that period.
- Option Three Joint and Last Survivor Annuity: If the Joint Annuitant You designate survives the Annuitant, the annuity then guarantees income for as long as the Joint Annuitant lives.

Delaware Life reserves the right to offer other Settlement Options.

If the state in which Your Contract was issued charges a Premium Tax, this tax may be deducted when You apply an amount to a Settlement Option.

If You do not choose a Settlement Option before the Maturity Date, annuity payments will be made under Option Two, Life Annuity with 10 Year Period Certain.

#### What happens if I take money out of my annuity?

Before the Annuity Date, You can take out all of Your account value (surrender) or part of it (withdrawal). A withdrawal and surrender charge and an MVA may apply, as described above. After the Annuity Date, You can't surrender Your annuity or withdraw money from Your annuity. To surrender Your annuity or take a withdrawal, You must complete a withdrawal/surrender form. Ask Your financial advisor for this form or contact Us.

- If You surrender Your annuity, Your Contract terminates.
- If You take a withdrawal, Your account value goes down. You can take a withdrawal as long as the amount You take is at least \$250.
- The amount withdrawn will be deducted proportionately from the Fixed Account and all Index Accounts.
   Amounts withdrawn from the Index Accounts will receive no interest for the Term in which the withdrawal falls.

# Guaranteed Lifetime Withdrawal Benefit Rider

#### What is the Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider?

The GLWB provides security through a guaranteed income payments every year for the lifetime of the person named as the Income Life if certain conditions are met—even if the account value of Your Contract decreases to zero. Additionally, the Rider may grow that future Guaranteed Annual Lifetime Income before the Income Start Date, which is the date when You elect the guaranteed stream of income payments begins.

#### How can the Guaranteed Annual Lifetime Income grow?

Guaranteed Annual Lifetime Income can grow through increases in the Benefit Base during a 10-year Roll-up Bonus Period. During the Roll-up Bonus Period, a Roll-up Bonus Credit equal to 9% of your purchase payment can be added on each Contract Anniversary prior to the Income Start Date and on the Income Start Date. The Roll-up Bonus Credit is equal to the Roll-up Bonus Base multiplied by the Roll-up Bonus Rate.



## Guaranteed Lifetime Withdrawal Benefit Rider (continued)

#### What is the fee for the GLWB Rider?

A Rider Fee of .90% based on the Benefit Base will be deducted from Your Account Value on each Contract Anniversary while the Account Value is greater than zero and the Rider is in force.

#### What are an Income Life and Joint Income Life?

The Income Life is the person upon whose life the Guaranteed Annual Lifetime Income amount and duration are based. After the Income Start Date, the Income Life cannot be changed. For the purposes of this Rider, prior to the Income Start Date, You may elect either a single life income based on one person's life or a joint life income based on the lives of two people who are spouses. If joint life income is elected, a Joint Income Life will be introduced but the Guaranteed Annual Lifetime Income amount and duration will be based on the youngest spouse.

When electing joint life income, the Income Life and Joint Income Life must be qualified as spouses under federal tax law. The Contract's registration and beneficiary must also be set up such that the Contract qualifies for spousal continuation under one of the arrangements shown in "What is Spousal Continuation?" above.

#### What is the Rider Fee Refund?

Prior to the Income Start Date and after the Roll-Up Bonus period, if no withdrawals have been taken, the sum of Rider Fees paid from the most recent 10-year period will be refunded to the Account Value if the Owner elects to cancel this Rider via written request or if the Owner dies. If the Owner dies prior to the end of the Roll-Up Bonus period and no withdrawals have been taken, then all Rider Fees will be refunded to the Account Value.

#### How and when can I elect my Income Start Date?

You elect Your Income Start Date when You provide Us with a Written Request to begin receiving Guaranteed Annual Lifetime Income. In this Request, You also specify Your choice of a single life income or joint life income.

You must wait until the later of the first Contract Anniversary or the Income Life attaining the age of 50 to choose an Income Start Date.

On the Income Start Date, the Guaranteed Annual Lifetime Income is calculated as the Benefit Base multiplied by the Lifetime Payment Factor. After the Income Start Date, the Roll-up Bonus Period ends and Roll-up Bonus Credits are no longer added to the account. The Guaranteed Annual Lifetime Income will be recalculated on each Contract Anniversary as the then-current Benefit Base multiplied by the Lifetime Payment Factor established on the Income Start Date.

#### After the Income Start Date, can my Guaranteed Annual Lifetime Income decrease?

If You make an Excess Withdrawal in any Contract Year, Your Guaranteed Annual Lifetime Income for each subsequent Contract Year will be reduced in the same proportion that the Account Value was reduced by the Excess Withdrawal.

# Excess Withdrawals could reduce future benefit payments by more than the dollar amount of the Excess Withdrawals.

The Free Withdrawal Amount in the Contract may exceed the Guaranteed Annual Lifetime Income and, if withdrawn following the Income Start Date, a portion of such withdrawal would be treated as an Excess Withdrawal resulting in a reduction to the Guaranteed Annual Lifetime Income.

Guaranteed Annual Lifetime Income amounts are not cumulative. If less than the Guaranteed Annual Lifetime Income amount is withdrawn in any one Contract Year, then the unused portion of the Guaranteed Annual Lifetime Income will not be added to the amount of Guaranteed Annual Lifetime Income available for withdrawals made in future Contract Years.

# Guaranteed Lifetime Withdrawal Benefit Rider (continued)

#### Can this Rider be Terminated?

The Rider can be voluntarily terminated by Written Request only after the end of a 5-year Termination Waiting Period. The rider will terminate automatically upon the earliest of:

- · The date of death
- The date prior to the Income Start Date that Your Account Value is reduced to zero
- The date the Benefit Base equals zero as a result of an Excess Withdrawal
- A change in ownership of the contract, subject to certain exceptions described in the Rider Endorsement
- The Annuity Date if the full Account Value is applied to a Settlement Option other than the GALI Settlement Option
- The Maturity Date, if You have not activated the benefits under this Rider prior to the Maturity Date; or
- Termination of Your contract for any reason, including surrender of the contract or payment of the Death Benefit

## Other Information

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

**Replacements.** The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other cost or penalties as a result of the sale or liquidation. You or Your financial advisor may wish to consult independent legal or financial advice before selling or liquidating any asset and prior to the purchase of any life insurance or annuity products being solicited, offered for sale, or sold.

**Tax qualification.** If Your annuity is a Qualified Contract, its particular status is determined by the tax qualification endorsement attached to it. Distributions from certain Qualified Contracts may be restricted as required by tax law.

Required minimum distributions (RMD). If Your annuity is a Qualified Contract, it must comply with the RMD rules set out in the tax qualification endorsement. Those rules generally require certain distributions to be made beginning at age 70½. This requirement may be satisfied by starting annuity benefit payments at that time; taking money out of Your annuity as a withdrawal; or in some cases, taking money out of another annuity or tax-qualified account. This requirement doesn't apply during Your life if Your annuity is a Roth IRA.

**Changes to Your Contract.** We may change Your Annuity Contract from time to time to conform to federal or state laws and regulations. If we do, we'll inform You about the changes in writing.

Compensation. We may pay the financial advisor or firm for selling the annuity to You.

**Illustrations.** Any illustrated values shown to You, other than guaranteed minimum values, are not guarantees, promises or warranties.

All contractual guarantees are backed by the claims-paying ability of Delaware Life Insurance Company, located at 1601 Trapelo Road, Suite 30, Waltham, MA 02451.

#### What should I know about the insurance company?

This annuity is issued by Delaware Life Insurance Company, a member of Group One Thousand One, LLC ("Group1001").

# Contact Information

You can contact Delaware Life by phone at **877-253-2323**, by mail at Delaware Life Insurance Company, P.O. Box 758581, Topeka, KS 66675-8581, or on the web at <u>delawarelife.com</u>.

# Appendix A – Annuity Contract Definitions

Terms not defined here are defined elsewhere in the Disclosure Statement.

**Annuity Date** – The date on which annuity payments begin under a Settlement Option. The Annuity Date may never be earlier than one year after the Contract Date.

Contract Date - The date Your Contract becomes effective.

**Guaranteed Minimum Fixed Interest Rate** – The minimum annual interest rate that may be declared by Us for the Fixed Account. The Guaranteed Minimum Interest Rate is shown in the Specifications Pages of the Contract.

**Index** – An external Index used in the calculation of interest to be credited to an Index Account under the terms of an Index Strategy Endorsement attached to this Contract.

**Index Account –** An account for which interest is credited based on the combination of an Index, an Index Strategy, a Term, and a Term Start Date.

Maturity Date - The date shown in the Specifications Pages of Your Contract when annuity payments must begin.

Term - The Term is the length of time used in determining the Index Interest Credit.

We, Our, Us, Company - Delaware Life Insurance Company.

**Withdrawal Assessments –** The combined deductions for Withdrawal and Surrender Charges that may apply in the event You make a withdrawal from Your Contract, surrender Your Contract, or apply an amount to a Settlement Option during the Surrender Charge Period.

**Written Request** – A request in writing signed by You, in a form acceptable to Us. We may also require that Your Contract be sent in with Your Written Request. The filing or receipt of a Written Request, election or other instrument means filing or receipt in good order at Our office.

# Appendix B – Annuity Calculations

Index Interest Rate Calculations
Term Point-To-Point with Cap



Note: We do not guarantee that amounts allocated to an Index Account will earn interest.





# Appendix B – Annuity Calculations (continued)

#### **MVA Calculation**

Here is the calculation for Market Value Adjustment: The Market Value Adjustment is equal to the amount withdrawn, surrendered, or applied to a Settlement Option, less any available Free Withdrawal Amount, times the Market Value Adjustment Factor. The Market Value Adjustment Factor is: (I - J) x N. Where: I = The value of the MVA Reference Index as of the Contract Date; J = The value of the MVA Reference Index as of the date of Your withdrawal, surrender, or application to a Settlement Option; and N = The number of complete months from the date of surrender or withdrawal or election of a Settlement Option to the end of the Surrender Charge Period divided by 12.

#### What is the MVA Reference Index?

The name of the Index used to calculate the MVA. The reference index is currently Moody's Bond Indices – Corporate Average. Refer to Appendix B for hypothetical examples that demonstrate how the MVA is calculated on a full surrender.

#### **MVA Hypothetical Examples**

The hypothetical examples below demonstrate how the MVA is calculated on a full surrender. These examples are not illustrations or predictions of how an actual Contract will perform. The MVA will be determined such that the Surrender Value cannot be decreased below the Minimum Guaranteed Surrender Value. If the MVA results in an increase, the increase cannot exceed the maximum MVA that could have been deducted if the MVA had resulted in a decrease.

#### **Hypothetical Assumptions**

Account Value: \$120,000

Free Withdrawal Amount: \$12,000

MVA Reference Rate on Issue Date: 3.00%

N (Complete months until the end of the Surrender Charge Period): 38

| Hypothetical Example 1: Surrender in an increasing MVA Reference Rate environment                        | Hypothetical Example 2: Surrender in a decreasing MVA Reference Rate environment                      |
|--|---|
| J = 4.00%<br>MVA factor = (3%-4%) x (38/12) = -0.031667<br>MVA Amount = \$108,000 x -0.031667 = -\$3,420 | J = 2.00%<br>MVA factor = (3%-2%) x (38/12) = 0.031667<br>MVA Amount = \$108,000 x 0.031667 = \$3,420 |
| \$3,420 deducted from the Surrender Value  | \$3,420 added to the Surrender Value  |

#### **Definitions**

Market Value Adjustment Factor: (I-J) x N

I = The value of the MVA Reference Index as of the Contract Date;

J = The value of the MVA Reference Index as of the date of Your withdrawal, surrender, or application to a Settlement Option; and

N = The number of complete months from the date of surrender or withdrawal or election of a Settlement Option to the end of the Surrender Charge Period divided by 12.

MVA Reference Index: Moody's Bond Indices - Corporate Average

# Assured Income 7<sup>®</sup> Disclosure Statement Signatures

By signing below, I acknowledge that I have read, or have been read, this document and I understand that I am applying for a flexible-premium, fixed index deferred annuity. I also acknowledge that this annuity meets my financial objectives. I have received a copy of the entire Disclosure Statement, as well as any advertisement that was used in connection with the sale of this annuity. I understand that other than the Minimum Guaranteed Contract Values, there are no guarantees, promises or warranties.

| Proposed Owner Name (please print)       | Signed at (City, State) |      |
|--|-------------------------|------|
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,  | 10,000 11 (11), 111111, |      |
|  |                         |      |
|  |                         |      |
| Proposed Owner Signature                 |                         | Date |
| Proposed Owner signature                 |                         | Date |
| V  |                         |      |
| X  |                         |      |
|  |                         |      |
| Proposed Joint Owner Name (please print) | Signed at (City, State) |      |
|  |                         |      |
|  |                         |      |
|  |                         |      |
| Proposed Joint Owner Signature           |                         | Date |
|  |                         |      |
| X  |                         |      |
| 1.                                       |                         |      |

Note: If this form is not completed and signed, we cannot consider Your application.

**Financial Advisor's Certification:** I certify that I have given the Proposed Owner(s) a signed copy of this Disclosure Statement. I have made no statements to the Proposed Owner(s) that differ in any significant manner from this Disclosure Statement, nor did I make any changes to the Disclosure Statement itself. I have not made any promises or guarantees about the future value of any nonguaranteed elements of the annuity contract.

I also certify that I have only used Company approved marketing materials, and that I have provided a Buyer's Guide (if required by the state).

| Financial Advisor Signature | Date |
|-----------------------------|------|
| X                           |      |
|                             |      |

Delaware Life policies and contracts are issued by Delaware Life Insurance Company (Waltham, MA) in all states except New York. Certain product features may vary or not be available in all states. This summary is provided for clarification of the benefits which may be included in the contract when it is issued. It is for informational purposes only. In the event of any ambiguity or conflict of terms between this summary and the annuity contract, the terms of the annuity contract shall be controlling.

Guarantees are backed by the financial strength and claims-paying ability of Delaware Life Insurance Company (Waltham, MA). Policies and contracts are issued by Delaware Life Insurance Company, a member of Group1001. For use with policy forms ICC15-DLIC-FIA-07 or DLIC-FIA-07 and endorsement/rider forms ICC15-DLIC-GLWB-02, ICC15-DLIC-TIW-01, ICC15-DLIC-TBOUT and ICC-DLIC-GLWB-02. Policy and rider form numbers may vary by state. Products, riders and features may vary by state, and may not be available in all states. This material may not be approved in all states. Ask your financial professional for more information.

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S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P 500° OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY DELAWARE LIFE, OWNERS OF ASSURED INCOME 7°, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500° OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND DELAWARE LIFE, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

#### **Risk Factors**

Before choosing an Index Option, potential purchasers should carefully consider the following selected risk factors regarding the CROCI Volatility Control Index and the Momentum Volatility Control Index as well as the matters set forth in the Disclosure Statement.

Delaware Life Insurance Company (Waltham, MA) is authorized to transact business in all states (except New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is a member of Group1001.

This communication is for informational purposes only. It is not intended to provide, and should not be interpreted as individualized investment, legal or tax advice. To obtain such advice, please consult with your investment, legal or tax professional.

NOT FDIC INSURED | MAY LOSE VALUE | NO BANK OR CREDIT UNION GUARANTEE NOT A DEPOSIT | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY OR NCUA/NCUSIF

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# Transfer In/1035 Exchange Form

Throughout this form, "the Company" refers to Delaware Life Insurance Company.1

| 1 Registration Information                                     |   |         |                             |                 |
|--|---|---------|-----------------------------|-----------------|
| Owner(s) and Annuitants(s) must be exact Surrendering Company. | rly the same as the Owner(s) and Annu         | uitant( | s) on the existing co       | ntract with the |
| Owner  |   |         | Social Security Nu          | mber            |
| Co-Owner (if applicable)                                       |   |         | Social Security Nu          | mber            |
| Annuitant  |   |         | Social Security Nu          | mber            |
| Co-Annuitant (if applicable)                                   |   |         | Social Security Nu          | mber            |
|  |   |         |                             |                 |
| 2 Registration Information                                     |   |         |                             |                 |
| Existing Account Provider                                      |   |         |                             |                 |
| Provider Street Address (required)                             |   |         |                             |                 |
| City   |   | State   |                             | Zip Code        |
| Existing Account Number  | ting Account Number Provider Phone            |         | Provider Fax (if available) |                 |
| Send paperwork: By mail E                                      | By fax Agent pursuing funds; of               | do not  | mail form                   |                 |
| If no selection is made, the transfer will be                  | e initiated immediately.                      |         |                             |                 |
| Initiate transfer/rollover/exchange:                           | Immediately upon receipt OR  After this date: |         | (must be within 30 c        | days)           |
| Apply proceeds to: A new contract                              | t/certificate OR                              |         |                             |                 |
| An existing cor  | tract/certificate* (No                        |         | ) (write contract n         | umber here)     |



<sup>1</sup> Delaware Life Insurance Company (Waltham, MA) is authorized to transact business in all states (except New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is a member of Group One Thousand One, LLC ("Group1001").

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## 2 Registration Information (continued)

- Fixed Indexed contracts: Payments to an existing contract/certificate will be placed into the Fixed Account until the Contract Anniversary. At that point the funds will be exchanged into the Investment Strategy selected by the contract owner.
- Variable contracts: Payments to an existing contract will be invested according to the future allocation instructions we have on file unless otherwise specified. If you have an optional living benefit rider or optional death benefit rider the funds must be invested according to future allocations.

| 3 Required Minimum                                    | Distribution (Qua                                       | lified Contract Only)              |                                  |
|---|---|------------------------------------|----------------------------------|
| If you currently own a qualifie Distribution amounts. | d contract and are age                                  | d 70½ this year, you may not trans | fer or rollover Required Minimum |
| No RMD is required for the                            | he current year.  |                                    |                                  |
| I have already taken my f                             | ull RMD for the current                                 | year.                              |                                  |
| I direct the provider of m                            | y existing account to o                                 | listribute the RMD to me before th | ne exchange/rollover/transfer.   |
| 4 Surrendered Acco                                    | unt Type  |                                    |                                  |
| Variable Annuity*                                     | Fixed Annuity* F  | ixed Index Annuity* Life Ins       | urance*                          |
| Brokerage Account/Muto                                |   |                                    | ırrendering Company listed above |
| * Additional state-specific re                        | placement form or NA                                    | IC Model Regulation (Form A) repl  | acement form may be required.    |
| 5 Source of Transfer                                  | /Exchange   |                                    |                                  |
| Type of transfer/exchange                             |   | fer/exchange \$                    | (estimated amount)               |
|   | I have enclo  | sed the contract. OR               |                                  |
|   | I certify that the contract has been lost or destroyed. |                                    |                                  |
|   | Initiate partial transfer/exchange \$ (exact amount)    |                                    |                                  |
| Plan type   | FROM:   |                                    | TO:                              |
| ,,  | Non-qualified   | Simple IRA                         | Non-qualified                    |
|   | IRA   | 401(k)                             | IRA                              |
|   | Roth IRA  | 403(b) to IRA                      | Roth IRA                         |
|   |   |                                    |                                  |

#### **Acceptance by Contract Owner/Participant**

If you are signing this form as a fiduciary (power of attorney, trustee, guardian, custodian, etc.) for the contract owner, please sign in your fiduciary capacity. We will need your authorizing documents to process this request. If we do not have them on file, please attach them to this form.

For transfers/rollovers of qualified funds: I intend that this transfer be accomplished as a trustee-to-trustee transfer in a nontaxable manner in accordance with IRS rulings and not constitute actual or constructive receipt by me for federal income tax purposes. I hereby request and direct the transfer of the net proceeds of the account listed on the previous page.

I understand that I am purchasing this annuity in an Individual Retirement Account or other tax-qualified plan as identified in Section 3 of this form. Since Individual Retirement Accounts and other tax-qualified plans are already afforded tax-deferred status, there is no additional tax deferral benefit in this annuity. I am purchasing this annuity because I value other features, such as lifetime income payments, principal protection, or death benefit protection, and I am willing to pay any additional cost associated with such features.

I understand that the proposed transfer may have important tax consequences and/or surrender or withdrawal penalties. I acknowledge that the Company assumes no responsibility or liability for any tax treatment on this transfer under the Internal Revenue Code or otherwise.

**Transfers from 403(b) rollovers only:** I acknowledge and agree that I have sole responsibility (1) for compliance with the Internal Revenue Service's Section 403(b) Regulations and my employer's or former employer's 403(b) plan, if applicable, and (2) in determining and notifying the Company as to whether the requested distribution is an eligible rollover distribution.

For 1035 exchange of non-qualified funds: I hereby assign and transfer the specified portion of my right, title, and interest in the above Contract ("the Contract") to the Company. I irrevocably waive all rights, claims, and demands under the Contract or specified portion thereof. The purpose of this transfer is to effect a direct nontaxable exchange of contracts pursuant to Section 1035 of the Internal Revenue Code. I understand and agree that the cost basis in the contract issued by the Company shall be determined based on the cost basis information provided by the above-referenced company ("Surrendering Company"). I further understand and agree that the Company assumes no responsibility in obtaining or verifying the cost basis of the new contract issued by it. I acknowledge and agree that if the Company does not receive cost basis information acceptable to it, the cost basis will be recorded by the Company as zero.

I hereby declare that the Contract is not subject to any assignment, pledge, collateral assignment, or other lien and that no proceedings in bankruptcy or insolvency, voluntary or involuntary, have been instituted by or against me and that I am not under guardianship or any legal disability.

I understand and agree that the Company will request that the Surrendering Company totally or partially surrender the original Contract and that the Company assumes no responsibility for any delay by the Surrendering Company in paying the surrender proceeds or for any changes in the amount. I understand that the proposed transaction may have important tax consequences and/or surrender or withdrawal penalties, and I represent and agree that the Company is furnishing this form and participating in this transaction at my request. I understand and agree that the Company makes no representations concerning my tax treatment under Section 1035 of the Internal Revenue Code or otherwise and that the Company has no responsibility or liability for the validity of this assignment.

| Owner's Signature                                   | Date (mm/dd/yyyy) | Co-Owner's Signature (if applicable)         | Date (mm/dd/yyyyy) |
|---|-------------------|--|--------------------|
| X   |                   | X  |                    |
| Please Print Name Below                             |                   | Please Print Name Below                      |                    |
|   |                   |  |                    |
| Signature Guarantee (if required by Surrendering Co | mpany)            | Signature Guarantee (if required by Surrence | dering Company)    |
|   |                   |  |                    |
|   |                   |  |                    |
|   |                   |  |                    |
|   |                   |  |                    |
|   |                   |  |                    |



By mail

Delaware Life P.O. Box 758580 Topeka, KS 66675-8580 By express mail Delaware Life Mail Zone 581 5801 SW 6th Avenue Topeka, KS 66636 **By fax** 785-286-6118

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Online

delawarelife.com

**By phone**Customer Service **877-253-2323** M-F 7:30 a.m.-5:00 p.m., CT



# Important Notice: Replacement of Life Insurance or Annuities

This document must be signed by the applicant and producer, if there is one, and a copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy, to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

| 2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract?  | No    |
|---|-------|
| replacing (include the name of the insurer, the insured, and the contract number if available) and whether each police be replaced or used as a source of financing:  Contract or  Insured Name  Replaced (   | No    |
|   | y wil |
|   |       |
|   |       |
|   |       |
|   |       |
| Make sure you know the facts. Contact your existing company or its agent for information about the old policy or controllif you request one, an in-force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer.] Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are may an informed decision. | Э     |
| The existing policy or contract is being replaced because:  |       |

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#### I certify that the responses herein are, to the best of my knowledge, accurate:

| Applicant's Signature   | Date (mm/dd/yyyy) | Printed Name |
|-------------------------|-------------------|--------------|
| X                       |                   |              |
| Joint Owner's Signature | Date (mm/dd/yyyy) | Printed Name |
| X                       |                   |              |
| Producer's Signature    | Date (mm/dd/yyyy) | Printed Name |
| ×                       |                   |              |

I do not want this notice read aloud to me. \_\_\_\_\_ (Applicants must initial only if they do not want the notice read aloud.)

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

#### **Premiums:**

- · Are they affordable?
- Could they change?
- You're older—are premiums higher for the proposed new policy?
- How long will you have to pay premiums on the new policy? On the old policy?

#### **Policy Values:**

- New policies usually take longer to build cash values and to pay dividends.
- Acquisition costs for the old policy may have been paid; you will incur costs for the new one.
- What surrender charges do the policies have?
- What expense and sales charges will you pay on the new policy?
- Does the new policy provide more insurance coverage?

#### Insurability:

- If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
- You may need a medical exam for a new policy.
- [Claims on most new policies for up to the first two years can be denied based on inaccurate statements. Suicide limitations may begin anew on the new coverage.]

#### If You Are Keeping the Old Policy as well as the New Policy:

- How are premiums for both policies being paid?
- How will the premiums on your existing policy be affected?
- Will a loan be deducted from death benefits?
- What values from the old policy are being used to pay premiums?

#### If You Are Surrendering an Annuity or Interest Sensitive Life Product:

- Will you pay surrender charges on your old contract?
- What are the interest rate guarantees for the new contract?
- · Have you compared the contract charges or other policy expenses?

#### Other Issues to Consider for All Transactions:

- What are the tax consequences of buying the new policy?
- Is this a tax-free exchange? (See your tax advisor.)
- Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
- Will the existing insurer be willing to modify the old policy?
- How does the quality and financial stability of the new company compare with your existing company?

# Contact Us

By mailBy phoneOnlineDelaware Life, P.O. Box 758581, Topeka, KS 66675-0497Service Center: 1-877-253-2323delaware life.com

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