



# Internal Replacement Request Form

Throughout this form, “the Company” refers to Delaware Life Insurance Company.

The Company reserves the right to reject this Internal Replacement request.

Since purchasing your original annuity contract, the Company has offered new products which may contain interest crediting strategies, optional benefits, funding options and/or income features that are different from what is contained in your original contract. Before participating in an annuity replacement, you should carefully consider whether you will benefit by replacing your current contract. It may not be advantageous to replace your existing contract. Before exchanging annuity contracts, you should carefully compare the costs, features, and benefits of your existing contract with those of the contract you are considering.

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Registration Information

I wish to transfer the current surrender value from annuity contract # \_\_\_\_\_ into a new annuity contract.  
Owner(s) and Annuitants(s) must be exactly the same as the Owner(s) and Annuitant(s) on the existing contract.

Owner	Social Security Number
Co-Owner (if applicable)	Social Security Number
Annuitant (if different)	Social Security Number
Co-Annuitant (if applicable)	Social Security Number

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Acknowledgment

I understand that I am applying for a new annuity contract and that the new annuity contract will have a new set of withdrawal charges, features and other limitations as described in the new annuity contract and disclosure forms. In consultation with my financial professional, I have determined that the new contract may provide better value when comparing guarantees, interest rates, investment options, and/or fees. Further, I understand that:

- The surrender charge period on the new contract is compatible with my liquidity needs.
- The surrender charge on the current contract, and that the surrender value of the existing contract will be transferred to the new contract and that this may be less than the current contract’s contract value.
- The current surrender value of the existing contract will be transferred to a new contract.
- The surrender of the existing contract may be subject to a negative Market Value Adjustment if I am invested in one or more Guarantee Periods at the time of transfer. Any interest rates and Guarantee Periods available in the new contract may be different than those in the existing contract.
- Any optional programs I have elected in my existing contract (e.g., Systematic Withdrawals, Dollar Cost Averaging, Asset Rebalancing or Automatic Bank Drafts) will terminate upon surrender. These optional programs may or may not be available with my new contract. To the extent that these optional programs are available with the new contract and I wish to elect them, I must complete and submit new enrollment forms with the application.



## 2 Acknowledgment (continued)

- Any Death Benefit or Living Benefit values accrued in my existing contract will be forfeited as part of the surrender.
- I am entitled to a new “free look” period, and if during the free look I am not satisfied with my new annuity contract, I can return it to the Company and the Company will reinstate my old annuity contract to its present condition. After this period, my instructions to surrender the existing contract is irrevocable.
- My Financial Advisor is being paid a commission for this transaction.

My existing annuity contract does not satisfy my current financial needs and objectives. I acknowledge that I have read, or have been read, this Acknowledgement Statement, and that I have carefully considered the advantages and disadvantages of the transaction, including all fees, charges and expenses.

\*Partial Internal Replacements are not permitted.

## 3 Existing Contract Type

☐ Variable Annuity    ☐ Fixed Annuity    ☐ Fixed Index Annuity

Additional state-specific replacement form or NAIC Model Regulation (Form A) replacement form may be required.

### Plan type

FROM:

☐ Non-qualified

☐ IRA

☐ Roth IRA

☐ SEP IRA

☐ Simple IRA

☐ 401(k)

☐ 403(b) to IRA

☐ Other \_\_\_\_\_

TO:

☐ Non-qualified

☐ IRA

☐ Roth IRA

☐ SEP IRA

## 4 Required Minimum Distribution (Qualified Contract Only)

If your current contract is qualified and you are aged 70½ or older this year, please note that your Required Minimum Distribution (RMD) under the new contract may be subject to charges.

☐ No RMD is required under the existing contract for the current year.

☐ I have already taken my full RMD from the existing contract for the current year.

☐ I direct the Company to distribute any remaining RMD to me before surrendering the existing contract.

## 5 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 transfer/rollover of a qualified contract:** 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 existing contract listed on the previous page.

I understand that I am purchasing the new contract 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 the new contract. I am the new contract 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 adverse tax consequences.

I acknowledge that the Company assumes no responsibility or liability for any tax treatment on this transfer under the Internal Revenue Code or otherwise.

## 5 Acceptance by Contract Owner/Participant (continued)

**403(b) rollover 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 contract:** I hereby assign and transfer all of my right, title, and interest in the existing contract to the Company. I irrevocably waive all rights, claims, and demands under the existing 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 previously provided to the Company, if any. I further understand and agree that the Company will apply any cost basis information on file for the existing contract to the new contract. I acknowledge and agree that if the Company does not have cost basis information on file for the existing contract, the cost basis for the new contract will be recorded by the Company as zero.

I hereby declare that the existing 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 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 the tax treatment of the transaction under the Internal Revenue Code or otherwise and that the Company has no responsibility or liability for the validity of this assignment.

Owner's Signature

X

Date (mm/dd/yyyy)

Please Print Name Below

Co-Owner's Signature (if applicable)

X

Date (mm/dd/yyyy)

Please Print Name Below

## 6 Acceptance by Agent

☐ I have had discussions with my client about the risks and benefits of this transaction and have read and accept the terms of this form.

Agent Signature

X

Date (mm/dd/yyyy)

Please Print Name Below

## Contact Us

### 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

### Online

delawarelife.com

### By phone

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