

## MASSACHUSETTS

### Instructions to Agents

This PDF contains all of the required forms needed for proper new business submission and all the notices you are required to provide to the applicant at the time of application.

You may print the entire PDF or omit pages that do not apply to the sale. For example, it would not be necessary to print the Replacement form if our guidelines do not require it (e.g., the Applicant does not have an existing life insurance policy or annuity contract). Refer to the Administrative Guidelines (LFPA E90-AG) if you have questions. Refer to the PDF Page Numbers column (below) when printing a range of pages. Click on the bookmark in the left panel to navigate to a specific form.

At the time of application, you must:

- Include the first five letters of your last name and Agent number where indicated on the application
- Obtain the applicant's signatures
- Provide the applicant with a copy of **all** forms and required notices that apply to their sale –  
*Keep a copy of the signed forms for your records*

| Print for:  | Form Description             | Form Number   | PDF Page Numbers | Initial Here When Completed |
|---|------------------------------|---------------|------------------|-----------------------------|
| <b>All Applicants</b>   | Application                  | LANN-AP       | 2 – 4            |                             |
|   | Certificate of Receipt       | LFPDA02-CR    | 5                |                             |
|   | Required Forms               | LEWAPDS2      | 6                |                             |
|   |                              | LANNREV       | 7                |                             |
| <b>Beneficiary Designation</b>                                | Beneficiary Designation      | LSA BD        | 8                |                             |
| <b>Applicant replacing existing life insurance or annuity</b> | Replacement Form             | R-3687        | 9                |                             |
| <b>1035 Exchange / Qualified Transfer</b>                     | Transfer / Section 1035 Form | F5535         | 10 – 11          |                             |
| <b>Contributory IRA, IRA Transfer or Rollover</b>             | Qualified Funds Worksheet    | LSA QFW       | 12               |                             |
|   | IRA Consumer Guide           | LSA DF PC E90 | 13 – 20          |                             |

| Mail signed and completed forms to:   | Overnight signed and completed forms to:   |
|---|--|
| Liberty National Life Insurance Company<br>ATTN: New Business<br>P.O. Box 8080<br>McKinney, TX 75070-8080 | Liberty National Life Insurance Company<br>ATTN: New Business<br>3700 S. Stonebridge Drive<br>McKinney, TX 75070 |



## PREMIUM

**Premium Mode** ☐ Single Premium ☐ Quarterly  
☐ Annual ☐ Monthly  
☐ Semi-Annual

**Payment Method** ☐ Bank Draft ☐ Direct

**Draft Day (01 to 28)**

**Expected Maturity Date**

-   -

(The policy anniversary following Annuitant's age 100 unless otherwise indicated.)

Amount of Modal Premium

\$    ,    .

Amount Paid with Application

\$    ,    .

## TYPE OF ANNUITY

### Non-Qualified

☐ Non-Qualified

### Qualified

(not applicable to single premium deferred annuity)

- ☐ Traditional IRA  
☐ IRA Rollover  
☐ IRA Transfer

Amount

\$    ,    .

Contribution Year

Amount

\$    ,    .

Contribution Year

## INTEREST

1st year interest rate on initial premium   .   %

E-mail Address

☐ Annuitant ☐ Owner ☐ Joint Owner

## REPLACEMENT

Do you have any existing life insurance policies or annuity contracts? ☐ Yes ☐ No

If "Yes", Replacement Notice must be completed.

Will the annuity applied for replace any existing life insurance or annuity? ☐ Yes ☐ No

If "Yes", explain:

\_\_\_\_\_



The Applicant agrees: (1) All statements and answers contained herein are full, complete and true to the best of my knowledge and belief. (2) This annuity contract is effective on the policy date unless: (a) the Annuitant is not living on the policy date; (b) the check for the initial premium is not honored; or (c) the Owner exercised the contractual right to request a premium refund. (3) If the annuity contract is not effective on the policy date, the Company's sole obligation will be to refund all premiums received. (4) No agent can make or change any provisions in the policy, waive any of the Company's rights or bind the Company. (5) Any policy issued on the basis of this application will be considered delivered in and subject to, the laws of the jurisdiction in which the application was signed. Under penalties of perjury, I certify (1) that the number shown on this form is my correct Social Security /Taxpayer ID# and (2) THAT ☐ I AM ☐ I AM NOT SUBJECT TO A BACKUP WITHHOLDING ORDER UNDER SECTION 3406(a)(1)(C) OF THE INTERNAL REVENUE CODE. I understand that the annuity policy will not be federally insured.

MAKE CHECK PAYABLE TO: LIBERTY NATIONAL LIFE INSURANCE COMPANY.

The contract applied for shall take effect on the later of the date the application is approved by the Company at its Home Office, or the date the first stipulated payment is received, in full, at the Home Office of the Company.

City

State

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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Date Application Signed  
(mm/dd/yyyy)

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

Signed

Signature of Owner (if other than Annuitant)

Signed

Signature of Annuitant

**Agent:** To the best of your knowledge, will this policy replace or change any existing life insurance or annuity?

☐ Yes ☐ No

To the best of your knowledge, does the Annuitant have any existing life insurance or annuity contracts?

☐ Yes ☐ No

If "Yes" to either question, comply with applicable replacement regulation or rule and furnish Company name.

Agent's Signature

Print Agent Last Name

Agent No.

|  |  |  |  |  |  |
|--|--|--|--|--|--|
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LANN-AP

Mail Policy to: ☐ Policy Owner ☐ Agent/Financial Institution



**"Automatic" Payment Plan / Bank Draft  
Does Not Apply to Single Premium**

Please **TAPE** personalized **VOIDED CHECK** here.  
**DO NOT STAPLE**

**"AUTOMATIC" PAYMENT PLAN / BANK DRAFT AUTHORIZATION:** I authorize you to pay and charge to my account, checks or electronic debits drawn on my account by and payable to the order of Liberty National Life Insurance Company. This authorization is to remain in effect until revoked by me. All premiums and non-insurance charges may be automatically withdrawn from my account on **MONTHLY** mode, unless a different mode has been selected on the application.

Initials of  
Annuitant

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

Account Holder's Signature (as it appears on financial institution records)

32995

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# Liberty National

Life Insurance Company

3700 S. STONEBRIDGE DRIVE • POST OFFICE BOX 8080 • MCKINNEY, TEXAS 75070-8080

## LFPDA02 CERTIFICATE OF RECEIPT FLEXIBLE PREMIUM ANNUITY

Please review the following highlights of your Annuity application and check the features and benefits for your understanding and satisfaction. Remember: This certificate is not the annuity contract but only a summary of the features. Only the annuity contract contains governing contractual provisions. Please read your contract carefully.

- The interest rates for my initial deposit for the first six years are as follows:  
First year (includes 1% bonus) \_\_\_\_\_ %  
Second year through sixth year \_\_\_\_\_ %
- The surrender period for the contract is six (6) years. The surrender charges are: 7%, 7%, 7%, 6%, 5%, 4%.** However, interest may be withdrawn in full during the first contract year without surrender charge. After the first contract year, surrender charges will apply to withdrawals in excess of 10% of accumulated value at the beginning of the contract year.  
**The interest earnings left in the contract are tax-deferred; withdrawals of earnings prior to age 59 1/2 may be subject to penalty tax.**
- I understand that I may make additions to my annuity and that the minimum addition to my annuity is \$50. Additions will earn the interest rate (without 1% bonus) in effect at the time the addition is received. That rate will be guaranteed until the policy anniversary following the period ending six years from the date of the addition.
- If applicable, I am executing a 1035(a) tax-free exchange or tax-free transfer from an existing annuity or other contract to an annuity issued by Liberty National Life Insurance Company, and I understand that the interest rate will be the rate in effect today for 60 days; otherwise it will be the rate in effect when the funds are received by Liberty National Life Insurance Company.
- The guaranteed minimum interest rate on my annuity is 3%.**
- I may make a partial or complete withdrawal under the Nursing Home Waiver** (*where state approved*) **without incurring withdrawal charges if the Annuitant or Annuitant's spouse:**
  - Is confined in a hospital or nursing home for a total of at least 30 days within a 35-day period, or has been discharged from such confinement within the previous 60 days; or
  - Is enrolled in a hospice care program or has been discharged from such within the previous 60 days.
- My principal (less withdrawals) is 100% guaranteed by Liberty National Life Insurance Company, a legal reserve life insurance company.**
  - It is not insured by the FDIC or any other federal agency,**
  - nor is it a deposit, obligation or guarantee of any financial institution.**
  - I understand annuities may be subject to investment risk and possible loss of principal.**
  - A death benefit is available that is equal to the cash value of the policy.**
- I have included a check made payable to Liberty National Life Insurance Company for the purchase amount of \$\_\_\_\_\_.

\_\_\_\_\_  
ANNUITANT/OWNER SIGNATURE

\_\_\_\_\_  
ANNUITANT/OWNER PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOINT OWNER SIGNATURE

\_\_\_\_\_  
JOINT OWNER PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGENT SIGNATURE

\_\_\_\_\_  
AGENT PRINTED NAME

\_\_\_\_\_  
DATE

*Need more information? Call Liberty National Life Insurance Company at 800-585-9739.*

**REQUIRED DISCLOSURE AT THE TIME OF  
APPLICATION FOR WAIVER OF SURRENDER CHARGE  
ON EARLY WITHDRAWAL ON ANNUITY PROCEEDS WHERE  
LESS THAN THE FULL VALUE IS WITHDRAWN**

**Consequences of This Benefit:**

Receipt of early withdrawals on annuity proceeds **MAY AFFECT MEDICAID AND SUPPLEMENTAL SECURITY INCOME ("SSI") ELIGIBILITY.** The mere fact that you own a policy with an option to make an early withdrawal on annuity proceeds without surrender charge, may affect your eligibility for the governmental programs. In addition, exercising the option to make an early withdrawal on the annuity proceeds and receiving those benefits before you apply for these programs, or while you are receiving government benefits, may affect your initial or continued eligibility. Contact the Medicaid Unit of your local Division of Medical Assistance and the Social Security Administration for more information.

Cash Values, and the annuity proceeds WILL BE REDUCED if you make an early withdrawal of annuity proceeds. Here is an example of the effect on the proceeds:

**Issue Age: 35**

**Initial Deposit: \$25,000**

| End of Policy Year | Example with No Withdrawals |                 | Example with \$100 Annual Withdrawals |                 | Example with \$5,000 one-time Withdrawal (End of 5 Yrs) |                 |
|--------------------|-----------------------------|-----------------|---------------------------------------|-----------------|---|-----------------|
|                    | Death Benefit               | Surrender Value | Death Benefit                         | Surrender Value | Death Benefit   | Surrender Value |
| 1                  | \$ 25,750.00                | \$ 25,000.00    | \$ 25,650.00                          | \$ 24,900.00    | \$ 25,750.00  | \$ 25,000.00    |
| 2                  | 26,522.50                   | 25,000.00       | 26,319.50                             | 24,800.00       | 26,522.50   | 25,000.00       |
| 3                  | 27,318.18                   | 25,591.56       | 27,009.09                             | 25,302.69       | 27,318.18   | 25,591.56       |
| 4                  | 28,137.72                   | 26,613.37       | 27,719.36                             | 26,218.25       | 28,137.72   | 26,613.37       |
| 5                  | 28,981.85                   | 27,673.45       | 28,450.94                             | 27,166.99       | 23,981.85   | 22,983.00       |
| 6                  | 29,851.31                   | 28,773.18       | 29,204.47                             | 28,150.09       | 24,701.31   | 23,809.00       |
| 7                  | 30,746.85                   | 30,746.85       | 29,980.60                             | 29,980.60       | 25,442.35   | 25,442.35       |
| 8                  | 31,669.25                   | 31,669.25       | 30,780.02                             | 30,780.02       | 26,205.62   | 26,205.62       |
| 9                  | 32,619.33                   | 32,619.33       | 31,603.42                             | 31,603.42       | 26,991.79   | 26,991.79       |
| 10                 | 33,597.91                   | 33,597.91       | 32,451.52                             | 32,451.52       | 27,801.54   | 27,801.54       |
| 15                 | 38,949.19                   | 38,949.19       | 37,089.29                             | 37,089.29       | 32,229.60   | 32,229.60       |
| 20                 | 45,152.78                   | 45,152.78       | 42,465.74                             | 42,465.74       | 37,362.94   | 37,362.94       |
| 25                 | 52,344.45                   | 52,344.45       | 48,698.52                             | 48,698.52       | 43,313.89   | 43,313.89       |
| 30                 | 60,681.56                   | 60,681.56       | 55,924.02                             | 55,924.02       | 50,212.67   | 50,212.67       |

\_\_\_\_\_  
ANNUITANT SIGNATURE

\_\_\_\_\_  
ANNUITANT PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGENT SIGNATURE

\_\_\_\_\_  
AGENT PRINTED NAME

\_\_\_\_\_  
DATE

## Annuity Suitability Review

This form is designed to assist you and your agent to determine if the proposed Liberty National Life Insurance Company annuity policy is right for you in your personal financial situation. The information to be reviewed relates to your individual financial situation and your knowledge of why the product features meet your needs. You are not legally required to answer any of these questions.

### Personal Financial Review

Name \_\_\_\_\_ Age \_\_\_\_\_

Gross monthly household income \$ \_\_\_\_\_

Net worth of assets (not including residence) \$ \_\_\_\_\_

Current monthly obligations:

Mortgage \$ \_\_\_\_\_ Consumer Loans \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Investment experience and value:

Savings Account \$ \_\_\_\_\_ Mutual Funds \$ \_\_\_\_\_

Stocks/bonds \$ \_\_\_\_\_ Certificate of Deposit \$ \_\_\_\_\_

Annuities \$ \_\_\_\_\_ IRA/401(k) \$ \_\_\_\_\_

Pension Plans \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

Investment goals:

Income \_\_\_\_\_ Capital Growth \_\_\_\_\_

Tax Savings \_\_\_\_\_ Estate Plan \_\_\_\_\_

Debt Reduction \_\_\_\_\_ Retirement \_\_\_\_\_

Emergencies \_\_\_\_\_ Savings \_\_\_\_\_

Other \_\_\_\_\_

PLEASE INITIAL ONE

I have answered the questions above and believe that the Liberty National Life Insurance Company annuity I have applied for meets my financial needs.

\_\_\_\_\_

I decline to answer the questions above but I believe that the Liberty National Life Insurance Company annuity I have applied for meets my financial needs.

\_\_\_\_\_

I acknowledge that: I have applied for an annuity policy; the annuity policy I applied for is a long term investment; that Liberty National Life Insurance Company and the agent selling this annuity do not offer tax advice, and that I should consult my tax advisor if I have any questions.

\_\_\_\_\_  
ANNUITANT SIGNATURE

\_\_\_\_\_  
ANNUITANT PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOINT OWNER SIGNATURE

\_\_\_\_\_  
JOINT OWNER PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGENT SIGNATURE

\_\_\_\_\_  
AGENT PRINTED NAME

\_\_\_\_\_  
DATE

# Liberty National

## Life Insurance Company

3700 SOUTH STONEBRIDGE DRIVE • POST OFFICE BOX 8080 • MCKINNEY, TEXAS 75070-8080

### BENEFICIARY DESIGNATIONS

POLICY NUMBER \_\_\_\_\_

#### PRIMARY

|      |            |              |
|------|------------|--------------|
| NAME | BIRTH DATE | RELATIONSHIP |
| NAME | BIRTH DATE | RELATIONSHIP |
| NAME | BIRTH DATE | RELATIONSHIP |
| NAME | BIRTH DATE | RELATIONSHIP |

#### CONTINGENT

|      |            |              |
|------|------------|--------------|
| NAME | BIRTH DATE | RELATIONSHIP |
| NAME | BIRTH DATE | RELATIONSHIP |
| NAME | BIRTH DATE | RELATIONSHIP |
| NAME | BIRTH DATE | RELATIONSHIP |

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
CITY

Witness \_\_\_\_\_ Owner \_\_\_\_\_

Witness \_\_\_\_\_ Joint Owner \_\_\_\_\_



**NOTICE REGARDING REPLACEMENT**

IMPORTANT NOTICE BY THE COMMISSIONER OF INSURANCE  
**READ CAREFULLY BEFORE PROCEEDING**

This notice is required by the Commissioner of Insurance because you have indicated that you are buying a new life insurance policy or annuity and discontinuing or changing an existing one. Such a decision could be a good one, or a mistake. You will not know for sure until you make a careful comparison of your existing policy and the proposed replacement policy. Premiums alone are not determinative of low cost. Take the time to obtain and understand the facts.

We are required by law to notify your existing company that you may be replacing their policy.

Consider both sides before you decide. This way you can be sure you are making a decision that is in your best interest.

**CASH VALUE INSURANCE**

To make a comparison of cash value policies (policies with loan or surrender values in addition to death protection), consideration must be given to each policy's cash values, premiums, coverage amounts and dividends, if any, over the life of the policy.

To simplify this task, you may wish to request from your existing insurance company and the company issuing the replacement policy yield index figures for 5, 10, and 20 years. The yield index is a percentage that represents an estimate of the interest rate the insurer projects you will earn on the savings portion of the cash value policy. The policy with the higher yield index will generally be the better buy.

The Yield Index Committee of the National Association of Insurance Commissioners in 1986 devised a method for calculating a yield index. In order to request this yield index information, merely check the box below and your request will be forwarded to both insurance companies.

You can also compare the cash values and/or surrender values listed in the replacing company's policy summary for the first five policy years with those in your current policy for the next five years. Low cash values or surrender values in early policy years are often the result of high expenses associated with issuing a new policy. If the replacement policy has low values in its early years, it will usually take longer for it to provide you with benefits that equal or exceed the benefits of your existing policy. In some cases, the replacement policy may never provide benefits equal to those in your present policy.

**TERM INSURANCE**

If you are replacing your present insurance policy with term insurance (policies that provide death protection only), it makes sense to shop for a low cost policy. Costs for term insurance vary widely and substantial savings may be realized by comparison shopping. Premiums alone are not always determinative of low cost since some policies pay dividends and others do not. You may wish to request interest-adjusted cost indices for 5, 10 and 20 years from several insurance companies including your existing insurer to help you compare term insurance premiums. The policy with the lower index numbers is usually the better buy.

Please list below the identification of the policies which are involved in the replacement. Your existing insurer will be notified that you may be replacing their policy.

☐ Check box to request yield indices for cash value policies.

\_\_\_\_\_  
*Applicant Name (printed)*

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Agent Signature*

\_\_\_\_\_  
*Company / Contract No.*

\_\_\_\_\_  
*Company / Contract No.*

\_\_\_\_\_  
*Company / Contract No.*

# Liberty National

## Life Insurance Company

3700 S. STONEBRIDGE DRIVE • POST OFFICE BOX 8080 • MCKINNEY, TEXAS 75070-8080

### TRANSFER / 1035 EXCHANGE FORM

#### 1. EXISTING CONTRACT / POLICY INFORMATION

Name of Distributing Plan / Company

Contract / Policy Number Being Exchanged / Transferred

MAILING ADDRESS of Current Company

City

State Zip

Phone Number of Current Company

Annuitant Name (Please Print)

Annuitant Social Security Number

Owner Name (Please Print)

Owner Social Security Number

Joint Owner Name – if Applicable (Please Print)

Joint Owner Social Security Number – if Applicable

Owner Address

City

State Zip

#### PLEASE SELECT A or B BELOW (Select One)

##### A. ☐ FULL 1035 EXCHANGE

I hereby make a complete and absolute assignment and transfer all rights, titles, and interests of every nature and character in and to the above contract to the Company in an exchange intended to qualify under Section 1035 of the Internal Revenue Code.

Upon receipt, the Company is directed to surrender all of my contract, as indicated above, and apply the value to the product for which I have submitted an application. I understand that by executing this assignment, I irrevocably waive all rights, claims and demand under the above contract. I acknowledge that the Company is furnishing this form and participating in this transaction as an accommodation to me and that the Company assumes no responsibility or liability for my tax treatment under Section 1035 of the Internal Revenue Code or otherwise.

##### B. ☐ QUALIFIED ACCOUNT TRANSFER (Certain restrictions may apply)

From: ☐ IRA ☐ Simple IRA ☐ Roth IRA ☐ Qualified Retirement Plan ☐ 403(b)/TSA Plan ☐ SEP IRA

To: ☐ Traditional IRA

I wish to liquidate and transfer the ☐ **entire value** or ☐ **partial value** (in the amount of) \$ \_\_\_\_\_ or \_\_\_\_\_ % of my present qualified account to the contract/policy I have established through Liberty National Life Insurance Company.

If this is a transfer into an existing contract, please provide the existing Contract Number \_\_\_\_\_. Without this contract number, the transfer must be made into a new contract.

This is a transfer and my Required Minimum Distribution (RMD) for this tax year:

☐ **Has** already been distributed to me from the contract/account listed above or from another source.

☐ **Has not** been distributed to me. Please calculate my RMD and distribute only that amount to me.

Prior year's ending balance as of December 31st (12/31): \$ \_\_\_\_\_

Base my RMD on (select one):

☐ **Uniform Lifetime Table Calculation**; or

☐ **Joint Last Survivor**

(available only if your spouse is the sole primary beneficiary of your contract and is more than ten (10) years younger than you).

Spouse Name: \_\_\_\_\_ Spouse Date of Birth: \_\_\_\_\_

---

## 2. RETURN OF CONTRACT / POLICY

Please choose one if you are transferring the full value of your current contract/policy.

- ☐ I certify that my contract is lost or destroyed.  
☐ The contract/policy is attached.

---

## 3. SIGNATURES AND AUTHORIZATION

Please make check(s) payable to: **Liberty National Life Insurance Company**

Mail to: Liberty National Life Insurance Company  
Attn: Special Markets  
P.O. Box 8080  
McKinney, Texas 75070-8080

Overnight to: Liberty National Life Insurance Company  
Attn: Special Markets  
3700 S. Stonebridge Drive  
McKinney, Texas 75070

Please transfer these funds ☐ **as soon as possible** or ☐ **on a specific date**   MM   /   DD   /   YYYY   (Not later than the maturity date)

I understand that the Company is providing this form for my convenience and makes no representations concerning my tax treatment. I agree to execute any additional documents required to complete this transaction. **If this is an exchange, I acknowledge that this exchange qualifies under Section 1035 of the Internal Revenue Code as a "like-to-like" exchange.**

\_\_\_\_\_  
Owner Signature  
(Note: A signature guarantee may be required by the surrendering carrier)

\_\_\_\_\_  
Spouse Signature (if applicable)

\_\_\_\_\_  
Joint Owner Signature (if applicable)

\_\_\_\_\_  
Guarantee by Signature: Name of Bank/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer Signature & Title

\_\_\_\_\_  
Place Signature Guarantee Stamp Here

---

## 4. ACCEPTANCE FOR TRANSFER/1035 EXCHANGE

Home Office Use Only

The company requests this liquidation and transfer of the assets listed above. By its signature below, the Company represents that the above described receiving Annuity Contract is or is intended to be an Annuity Contract of the type indicated and that the Company will accept the Section 1035 Exchange/Transfer on behalf of the person(s) named on this form. Please provide us with a report of the pre- and post-TEFRA cost basis in the current contract, if applicable.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
New Contract Number

**Liberty National Life Insurance Company • P.O. Box 8080 • McKinney, Texas 75070-8080 • (800) 585-9739**

## QUALIFIED FUNDS IDENTIFICATION WORKSHEET

**To be completed whenever the annuity is to be used to fund an IRA**

Agent: \_\_\_\_\_ Branch: \_\_\_\_\_

Annuitant/Owner Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Is this a CONTRIBUTORY IRA? ☐ YES ☐ NO

If YES, indicate amount and tax year assignment for the contribution(s)

Amount \$ \_\_\_\_\_ Tax Year \_\_\_\_\_

Amount \$ \_\_\_\_\_ Tax Year \_\_\_\_\_

Is this an IRA TRANSFER? ☐ YES ☐ NO

If YES, provide name of previous IRA trustee/custodian \_\_\_\_\_

Is this an IRA ROLLOVER? ☐ YES ☐ NO

If YES, provide name of fund source \_\_\_\_\_

If YES, indicate type of rollover funds:

☐ IRA ☐ 401K ☐ TSA ☐ KEOGH ☐ SEP

\_\_\_\_\_  
ANNUITANT/OWNER SIGNATURE

\_\_\_\_\_  
ANNUITANT/OWNER PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGENT SIGNATURE

\_\_\_\_\_  
AGENT PRINTED NAME

\_\_\_\_\_  
DATE



3700 S. STONEBRIDGE DRIVE • POST OFFICE BOX 8080 • MCKINNEY, TEXAS 75070-8080

# **YOUR GUIDE TO YOUR LIBERTY NATIONAL IRA**

PLAN CODE: E90

## Your Guide to Your Liberty National IRA

This Guide is the disclosure statement describing your IRA as required by federal law. It provides appropriate disclosure for Individual Retirement Annuities issued by Liberty National Life Insurance Company when purchased as Individual Retirement Annuities.

In this booklet, “you” and “your” refer to the owner of an Individual Retirement Annuity (IRA). We, us and our refer to Liberty National Life Insurance Company.

Please read this booklet carefully. It describes your, and our, rights and responsibilities relating to your IRA. If you set up IRAs for yourself and your spouse, these terms apply to both of you.

### Your Right to Cancel this IRA

You may cancel this IRA within thirty days after you received the IRA contract. You may cancel it by writing to us by first class, certified or registered mail at:

Liberty National Life Insurance Company  
Attn: Special Markets  
P. O. Box 8080  
McKinney, TX 75070

If you write, be sure:

- Your letter is properly addressed and stamped; and
- The postmark and certification or registration date are within thirty days of the date you received the IRA contract or received financial disclosure, whichever is later.

If you cancel your IRA within the required time period, we will refund your full contribution. However, you will not receive any earnings on your contribution.

### Your IRA Can't Be Forfeited

Your IRA will be clearly identified as yours and is nonforfeitable. Your IRA funds cannot be invested in life insurance contracts.

### Making Contributions to Your IRA

Your contribution may be an IRA rollover, an IRA transfer, or some combination of IRA rollover or transfer with an active IRA contribution.

All contributions must be in cash or by check or money order. You may deduct active IRA contributions for a given tax year if you are eligible and if you make your contributions for that tax year by the due date for filing your tax return for that year. For most people, this will be April 15 of the following year. Extensions you receive for filing your federal income tax return will not apply to your IRA contributions. You must tell us to which tax year any active IRA contribution applies as well as the amount of your rollover or transfer contribution. We are required to report this information to the IRS. If you do not designate a tax year for your IRA contribution, we will assume that it is for the tax year in which it is made.

We cannot determine if a contribution you make is deductible or if it brings your contributions for that year over your deductible limit. Our accepting a contribution doesn't mean it's automatically tax-deductible; you must make sure your contributions don't exceed the maximums explained in this Guide.

### Rollover IRAs

A rollover is an allowable contribution that you cannot deduct on your tax return. Rollovers aren't subject to the annual contribution limits that apply to active IRAs.

## Rollovers from an Employer's Qualified Plan to Your IRA

Under certain circumstances, you may be able to delay paying taxes on a distribution from your employer's qualified retirement plan, eligible governmental deferred compensation plan or tax-sheltered annuity or custodial account by rolling it over into an IRA. Always check with your tax advisor about the tax consequences of making a rollover contribution and keeping your rollover IRA separate from your active IRA.

**Qualifying for a rollover.** Generally, any distribution received from a tax-qualified plan can be rolled into an IRA. However, the following distributions generally cannot be rolled over:

- A distribution that is part of a series of substantially equal periodic payments made over your life, your life expectancy, the joint lives (or life expectancies) for you and your designated beneficiary, or a period of at least ten years;
- Any required minimum distribution (i.e., the minimum amount required to be distributed on account of your attaining age 70½);
- Certain distributions that qualified plans may be required to make to comply with IRS nondiscrimination rules or contribution limits;
- Certain amounts that are treated as distributions as a result of a failure to comply with IRS rules regarding participant loans;
- Dividends paid on “employer securities” that are distributed from an Employee Stock Ownership Plan (ESOP);
- The costs of life insurance coverage on life insurance policies held by the plan; and
- Amounts that were distributed to you on account of your hardship.

You may rollover amounts you receive after the death of a spouse from your spouse's qualified plan, eligible governmental deferred compensation plan, or tax-sheltered annuity or custodial account into your IRA, unless the distribution is one of the distributions described above.

If you receive a distribution of property, you may sell the property and roll the proceeds over into an IRA.

**Time limits.** A rollover must be made within 60 days after you receive the eligible distribution. If you receive more than one payment as part of a lump-sum distribution from the same plan in the same calendar year, the 60-day period begins when you receive your last payment. EGTRRA added a provision that gives the IRS authority to waive their strict interpretation of this 60-day rule.

#### **You do not have to roll the entire distribution into an IRA.**

However, the taxable portion of your distribution that you don't roll over within the 60-day period will be taxed as ordinary income for that year. It will not be eligible for special five or ten-year averaging or special long-term capital gains treatment.

**In case of excess contributions.** If an excess contribution in your IRA is due to an improper rollover, and the excess occurred because you received incorrect information that was required to be given by the qualified plan from which the rollover was made, you may withdraw the excess amount. This type of excess contribution could be due to an error in figuring the eligibility or amount of your rollover. The amount withdrawn won't be treated as an IRA distribution but will come under the tax rules applying to distributions from qualified plans. If you do not withdraw the excess, you may be subject to penalties on excess contributions. See “Excess Contributions” on page 5.

**In the event of your death.** Upon your death, if your spouse is your beneficiary, he or she may roll over any distribution he or she receives from your IRA. A rollover must be completed within 60 days after receiving the distribution. For rules on IRA distributions to your beneficiary, see “Distributions After Death” on page 6.

### **Rollovers from Your Rollover IRA to a Qualified Plan or IRA**

The funds in an IRA that you set up, either as an active IRA or to roll over a distribution from another IRA or former employer’s Qualified Plan, Tax-deferred Annuity, or Eligible Deferred Compensation Arrangement may also be rolled over to another IRA or an employer’s Qualified Plan, Tax-deferred Annuity or Eligible Deferred Compensation Arrangement.

Any amount of your deductible contributions and earnings which you withdraw from your rollover IRA but do not roll over into a qualified plan or another IRA will be taxed as ordinary income for that year and will generally be subject to the premature distribution penalty tax if you are under age 59½.

### **Rollovers from Your IRA to a Qualified Plan**

If you’ve set up an IRA, you may be able to move funds from it into an employer’s Qualified Plan, a Tax-deferred Annuity Arrangement, or a so-called “Eligible” deferred compensation arrangement of a state or local government employer. You may do this if:

- Your employer’s plan accepts rollover contribution; and
- You contribute the funds into your employer’s plan within 60 days after withdrawing them from your IRA.

However, if you inherit another individual’s IRA as a result of the death of that individual and that individual is not your spouse, you may not rollover that IRA.

### **Rollovers from One IRA to Another**

You can roll over your money from one IRA to another. To avoid paying taxes, you have to set up your new IRA within 60 days after withdrawing the money from the first IRA. You are allowed to do this only once every 12 months with respect to each IRA you own.

Generally, if you are under age 59½, any amount of your deductible contributions and earnings, which you withdraw from the first IRA and don’t contribute to the new one, will be a premature distribution. See “Premature Distributions” on page 5 for details.

### **IRA Transfers**

You may transfer your IRA from one custodian, trustee or issuer to another custodian, trustee or issuer at any time and as often as you wish with no adverse tax consequences as long as you don’t actually take possession of the funds. You’ll have to check with both the old and the new institutions for specific IRA transfer procedures.

If you transfer your IRA from us, we will do an accounting and give the new custodian, trustee or issuer all proceeds from your IRA. We will also provide any records within reason. A surrender charge may apply.

### **Custodial and Annuity Transfers**

The Internal Revenue Service has not issued a ruling on whether or not transfers between custodial and annuity IRAs are actually subject to the rollover limitation of one per 12-month period or come under the more liberal rules for transfers explained above. Before you attempt such a transaction more than once in a 12-month period, you should consult your tax advisor.

### **Active IRAs**

Active IRAs have been designed to:

- Provide supplemental income for your retirement;
- Provide for your beneficiaries in the event of your death; and
- Reduce your tax burden during your earning years.

Because an IRA is a retirement plan, there are certain restrictions on the types of investments you may make and on your rights to withdraw your money without tax penalties before age 59½.

**Contribution limits.** If you set up an IRA for yourself, you may contribute up to \$5,000 for 2008 and 2009, subject to inflation adjustments for 2010 and later or 100% of your compensation from employment annually, whichever is less, until the tax year in which you reach age 70½. If you are at least age 50, you may be eligible to contribute an additional \$1,000, or your remaining compensation, whichever is less. If you have more than one IRA, this contribution limit applies to the total of all your active IRAs. The contribution limits apply to both deductible and non-deductible IRA contributions. These are described in more detail below.

Compensation from employment includes:

- Wages and salaries;
- Earned income from self-employment;
- Professional fees;
- Commissions;
- Bonuses;
- Tips; and
- Taxable alimony.

Compensation does not include:

- Interest and dividends;
- Rent; or
- Retirement benefits.

**Deductible contributions.** You may make fully deductible IRA contributions if (1) neither you nor your spouse are covered by an employer-maintained retirement plan for any part of the plan year ending with or within your taxable year, or (2) if either you or your spouse is covered by an employer-maintained retirement plan and you have a combined adjusted gross income that does not exceed an applicable dollar amount (see limits on the following page).

Employer-maintained retirement plans include profit sharing plans, certain government plans, salary reduction arrangements (such as tax-sheltered annuity arrangements or 401(k) plans) and simplified employee pension (SEP) plans or plans which promise you a retirement benefit that is based upon the number of years of service you have with the employer. Your form W-2 for the year should indicate whether you are an active participant in a plan maintained by your employer.

The modified adjusted gross income (MAGI)\* threshold levels are limits above which deductible contributions to your IRA are phased out. For an individual’s 2008 and 2009 tax years, the limits are:

- (1) \$53,000 for 2008 and \$55,000 for 2009 for an individual whose filing status is single or head of household;

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\* If you file Form 1040A, your MAGI is the amount on the page 1 “total income” line, or if you file Form 1040, your MAGI is the amount on page 1 “adjusted gross income” line, but modified by figuring it without any IRA deduction or any foreign earned income exclusion and foreign housing exclusion or deduction taken.

- (2) \$85,000 for 2008 and \$89,000 for 2009 for a married couple filing a joint return or an individual filing as a qualifying widow(er);
- (3) \$159,000 for 2008 and \$166,000 for 2009 for the contribution made by a married individual filing a joint return, if that individual is not covered by an employer-sponsored retirement plan, but whose spouse is covered by a plan;
- (4) \$0 for most married couples filing separately. (If you file a separate return and have lived apart from your spouse for the entire year, you are subject to the limits for single individuals).

MAGI is calculated without regard to any deductible IRA contributions. Your tax return will show you how to calculate your MAGI for this purpose.

The limit on deductible contributions to your IRA is reduced by an amount that bears the same ratio to that limit as your MAGI in excess of the amount above that applies to you bears to \$10,000 (\$20,000 for joint returns after 2006).

Generally no IRA deduction is allowed for:

- (1) An individual, whose filing status is single, (including a married individual filing separately who has lived apart from his or her spouse for an entire year) or head of household with a MAGI over \$63,000 and who is also covered by an employer-maintained retirement plan;
- (2) Married couples filing a joint return with a MAGI over \$105,000 if both spouses are covered (or were covered at any time during the tax year) by an employer-maintained retirement plan;
- (3) The contribution for a married individual filing a joint return who is not covered by an employer-maintained retirement plan, but whose spouse is, with a MAGI over \$169,000 for 2008 or \$176,000 for 2009;
- (4) A married person filing separately living with his or her spouse if he or she has income above \$10,000 and **either** spouse is covered by an employer-maintained retirement plan.

There is a \$200 floor on the partial deduction for individuals whose modified adjusted gross incomes are just below the upper MAGI limit.

The formula below is used to determine how much of your IRA contribution is deductible. The amount by which your MAGI exceeds your threshold level (MAGI-threshold level) is called your excess MAGI. The maximum allowable deduction for individuals below age 50 is \$5,000 for years after 2007.

$$\frac{\$10,000 - \text{Excess MAGI}}{\$10,000} \times \text{Maximum Allowable Deduction} = \text{Deduction Limit}$$

Example: Assume a married couple files a joint tax return for 2008. Each spouse earns more than \$5,000, and both are active participants in an employer-maintained plan. They have a combined MAGI for 2008 of \$88,000. The maximum allowable contribution is \$5,000 for each spouse's IRA (since each spouse can contribute \$5,000, their total maximum combined contribution would be \$10,000).

Example calculation follows:

Their combined MAGI is \$88,000  
 Their Threshold Level is \$85,000  
 Their Excess MAGI is \$3,000  
 (MAGI - Threshold Level) or (\$88,000 - \$85,000) = \$3,000  
 The Maximum Allowable Deduction for each spouse is \$5,000

So, **each** spouse may compute his or her IRA deduction limit as follows:

$$\frac{\$10,000 - \$3,000}{\$10,000} \times \$5,000 = \$3,500$$

In certain circumstances, contributions made on behalf of one spouse

may be deductible if that spouse is not covered by an employer-sponsored retirement plan, even if the other spouse is covered. Contributions to the spouse not covered are deductible if the couple files a joint return and the MAGI on the joint return does not exceed \$159,000 for 2008 and \$166,000 for 2009. However, contributions on behalf of the spouse who is covered will not be deductible if the MAGI exceeds the limits described above.

For example, assume that a Husband and Wife file a joint tax return and have MAGI of \$125,000. The Husband is not covered by an employer-sponsored retirement plan, but the Wife is covered. In this case, the contribution made to the IRA of the Husband is deductible, but any contribution made to the Wife's IRA is not. If, however, MAGI exceeds \$169,000 in 2008 or \$176,000 in 2009, none of the contributions will be deductible.

Non-deductible contributions may be made to an IRA by an individual who is not eligible to make deductible IRA contributions or elects not to make deductible IRA contributions. The non-deductible contribution may not exceed the overall dollar limit on IRA contributions. Earnings on both deductible and non-deductible contributions will be exempt from federal income tax until you begin to withdraw them. Check with your tax adviser to find out if you may deduct contributions and earnings on your state income tax.

You may combine deductible and non-deductible IRA contributions in one account. You will be responsible for maintaining records regarding the status of your contributions to the IRA. On IRS Form 8606, to be filed with your tax return, you must indicate the amount of designated non-deductible contributions for the taxable year. You must file Form 8606 in those years for which you make non-deductible contributions and in any year you receive a distribution from your IRA which includes non-deductible contributions. If you do not file Form 8606, you will have to pay a \$50 penalty unless the failure was due to reasonable cause.

If this information is not provided on your tax return for each taxable year, then upon distribution, all IRA contributions are presumed to have been deducted and are, therefore, taxed. You may rebut this presumption with satisfactory evidence that the contributions were non-deductible when they were made. An individual who overstates the amount of designated non-deductible contributions for any taxable year is subject to a \$100 penalty unless the overstatement was due to a reasonable cause.

You can make tax free withdrawals of any contributions you make to your IRA for a year if you withdraw the contributions before the due date (including extensions) of the return for that year, if you do not claim a deduction for them and if you also withdraw any earnings attributable to them. These earnings are subject to income tax as well as to the 10% penalty tax on premature distributions.

### Working Family/Spousal IRAs

If you are married, both you and your spouse may each set up an active IRA, as long as either or both of you receive compensation during the year. Whether the contributions will be deductible will depend on your MAGI, whether either or both of you are covered by an employer-maintained retirement plan, and whether you file a joint or separate returns. You may contribute to each IRA a total of \$5,000 or 100% the amount of compensation from employment, whichever is less, you receive during the year. It doesn't matter who receives the compensation. For example if only one spouse receives compensation for the year, and as long as that spouse receives at least \$10,000 total compensation for the year, you may establish an IRA for yourself and contribute up to \$5,000 for the year, and contribute an additional \$5,000 to a separate IRA set up for your spouse.

\*For individuals at least age 50, the maximum allowable deduction is increased by \$1,000.



## Simplified Employee Pension Plans

If your employer has established a Simplified Employee Pension Plan (SEP), your annuity under the plan is actually an IRA. Once you qualify and set up the SEP-IRA, your employer contributes to it under the rules of the plan. A SEP is an IRA with special features and requirements.

**Employer contributions.** Your employer may make SEP contributions each year in an amount of up to 25% of your annual compensation from employment or \$46,000 (\$49,000 for 2009), whichever is less. Your employer decides the percentage and must contribute on behalf of all eligible employees. The assets in your SEP-IRA are yours and cannot be forfeited even if you change employers. The amount that your employer contributes to your SEP-IRA will be excluded from your income.

**Elective deferrals.** If you participate in a SEP which permits salary reduction contributions, you may elect to have contributions made to the SEP from your salary rather than receiving such amounts in cash. If you elect to have salary reduction contributions made on your behalf, such amounts are excluded from the current income for federal income tax purposes. Elective deferrals under a SEP are subject to a cap (\$15,500 for 2008 and \$16,500 for 2009) on elective deferrals which is indexed for cost of living adjustments. Elective deferrals to other cash or deferred arrangements will reduce the amount you can elect to defer to your SEP.

## Excess Contributions

### Penalty Tax on Excess Contributions

Generally, contributions above the allowable limit are called excess contributions. There is a penalty tax of 6% on the excess contribution. It's payable with your federal income tax return. You must report the excess on IRA Form 5329, which may be attached to your federal income tax return. The excess is taxed for the year in which the excess contribution was made and for each year after that unless you correct it.

**Timely correction.** You can avoid the penalty tax by withdrawing the excess amount and all earnings attributable to it before the deadline, including extensions, for filing your federal income tax return (for the year for which you made the excess contribution). Any earnings withdrawn will be subject to income tax and, generally, the 10% premature distribution penalty tax if you are under age 59½.

**Late Correction.** You can correct the excess in a later year by:

- Withdrawing the excess amount *after* the deadline for filing your federal income tax return, including extensions, for the year for which the excess contribution was made. Earnings on the excess need not be withdrawn. This method may *not* be used if the total contributions (the amount within IRA limits plus the excess amount) to your IRA for that year exceeded \$5,000. You must pay the 6% tax on the excess amount for each year the excess contribution is in your IRA.
- Contributing less than the maximum in future years to offset the excess amount in the current year. In this case, the excess amount will still be subject to the 6% tax in the current year. The 6% tax will apply in subsequent years on the portion of the excess, if any, that was not offset by reduced contributions.

If you withdraw your excess contributions, your withdrawal may be subject to a surrender charge.

If you contribute and deduct less than you're allowed for any one tax year, you may not deduct excess contributions the next year to make up for it.

## Distributions from Your IRA

You may begin receiving distributions from your IRA without tax penalty after you reach age 59½ or sooner if you become disabled.

Your beneficiary may begin receiving distributions at your death without tax penalty regardless of your age at death.

### Premature Distributions

Distributions you receive from your IRA before you reach age 59½ are usually considered premature distributions and are subject to a 10% penalty tax in addition to ordinary income tax. The additional tax applies to deductible contributions and all earnings.

The following transactions are not considered premature distributions:

- Distributions for certain medical expenses, but only to the extent the medical expenses are deductible;
- Certain distributions to unemployed individuals to pay health insurance premiums;
- Distributions used to pay certain higher education expenses for the owner, the owner's spouse, the owner's child, or the owner's grandchild;
- Distributions, not exceeding \$10,000 for first-time home purchases;
- Distributions to a beneficiary as a result of the owner's death.
- Distributions to satisfy an IRS levy;
- Payments made because you are disabled;
- Withdrawals to correct excess contributions, if made before the deadline (including extensions) for filing your tax return for the year you made the excess contributions, although earnings on the excess contributions are subject to the 10% penalty;
- Payments that are part of a scheduled series of substantially equal periodic payments, made not less frequently than annually, over the life (or life expectancy) of the owner or joint lives (or life expectancies) of the owner and beneficiary;
- Payments to your beneficiaries after your death;
- Payments rolled over to another IRA or employer sponsored retirement plan; and
- Transfers to another IRA.

You may request distributions from your IRA without tax penalty at any time when you are between the ages of 59½ and 70½.

### Required Distributions

In general, once you reach age 70½, you are required to receive a certain minimum distribution from your IRA each year and distributions must begin no later than your required beginning date which is April 1 following the year in which you reach age 70½. Minimum distributions are not required for 2009. As a result, persons who attain age 70½ in 2009 are not required to take a distribution by April 1, 2010. However, the required minimum distribution for 2010 must be made by December 31, 2010. If the distributions are to be made over a period of years, and you wait until your required beginning date to receive your first annual required distribution, the distribution made by April 1 is treated as if made for the previous year in which you reached age 70½. If the distribution is made in the form of an annuity (*i.e.* over your life or the joint life of you and your beneficiary) subsequent payments must be made periodically. The interval between periodic payments will be determined when your payouts commence and must remain constant once selected. Intervals can be of any length, up to one year.

You are responsible for meeting the minimum distribution requirements that apply to all your IRAs. Under IRS regulations, IRA owners must meet the minimum distribution requirements separately for each IRA. However, IRA owners are allowed to calculate the required minimum distributions for each IRA, compute the total of the required minimum

distributions, and take the total required distribution from one or more IRAs. Ask your tax adviser for help in determining your minimum required distributions.

**Periodic Distributions.** If you do not receive the entire balance by your required beginning date (April 1 following the year in which you reach 70½), payments must be made to you over one of the following periods (or any combination of these periods):

- 1) Your life, or
- 2) The lives of you and your designated beneficiary, or
- 3) A period that does not extend beyond your life expectancy, or
- 4) A period that does not extend beyond the joint life and last survivor expectancy of you and your designated beneficiary.

The term “designated beneficiary” as used here means the individual who is your beneficiary under your IRA upon your death. If you have more than one beneficiary under your IRA, the beneficiary with the shortest life expectancy, generally the oldest individual, will be the “designated beneficiary” used to determine the period over which your distribution must be made.

For calendar years beginning after 1988, the joint life expectancies of you and a non-spouse beneficiary is limited by the “minimum distribution incidental benefit” (MDIB) table. You must use the applicable factor in the MDIB table to calculate your minimum required distribution if this factor is less than the joint life expectancies of you and your non-spouse beneficiary. The factors in the MDIB table represent the life expectancy of the IRA owner and a beneficiary ten years younger.

**Determining the minimum amount.** This rule applies to distributions to an IRA owner where the distribution is to be for a period not to exceed the life expectancy of the owner or the joint life and last survivor expectancy of the owner and the designated beneficiary. The minimum amount required to be distributed by the required beginning date is figured by dividing the *entire* interest in the IRA by the applicable life expectancy. The entire interest is the IRA account balance as of the close of business on December 31 of the year before the year in which the IRA owner reaches age 70½. The applicable life expectancy is the life expectancy of the IRA owner (or the joint life and last survivor expectancy of the IRA owner and his or her designated beneficiary). Beginning in 2003, trustees must provide statements by January 31 of the year in which there is any required minimum distribution, including either the amount of the required minimum distribution or an offer to furnish one upon request.

**Recalculating life expectancy.** The election *not* to recalculate life expectancy annually (and that of the spouse/beneficiary, if applicable) must be made by the required beginning date. If the election is not timely made, it is presumed that recalculation was elected.

**Annuity distributions.** Special rules apply to your IRA since it is in the form of an annuity purchased from an insurance company. The IRS recommends that you see section 1.401(a)(9)-6 (final regulations) published in the 6/14/04 Federal Register and section 1.408-8 (final regulations) published in the 4/17/02 Federal Register. IRS regulations can be read at many libraries and IRS offices.

**Penalty taxes for distributing less than the minimum.** If you don't arrange to have the minimum required distributions paid to you, you may be subject to a penalty tax equal to 50% of the difference between the required minimum distribution and the amount you actually received. You may not deduct this penalty on your income tax return.

The penalty tax is generally waived if you are the sole beneficiary of someone who died before his required beginning date and your entire interest is distributed by December 31 of the fifth year following the year of that individual's death.

You may also qualify for a refund of this penalty tax if:

- You show that there was a reasonable cause for error; and
- You show that you are taking appropriate steps to remedy the deficiency of distributions; and
- You apply to the IRS for a waiver of the penalty tax.

## How Distributions Are Taxed

Distributions of deductible contributions and all earnings will be taxed as ordinary income. Because non-deductible IRA contributions are made using income which has already been taxed (that is, they are not deductible contributions), the portion of an IRA distribution consisting of non deductible contributions will not be taxed again when received by you. Generally if you make any non-deductible IRA contributions, each distribution from your IRA will consist of a nontaxable portion (return of nondeductible contributions) and a taxable portion attributable to earnings and deductible contributions, if any.

Taxable distributions are subject to federal income tax withholding. Generally, tax will be withheld at a 10% rate on nonperiodic distributions. This 10% will be deducted from the distribution paid to you. However, you may choose to pay the tax yourself and request us in writing not to withhold the tax. You must make this request when you request the distribution. If you choose to pay the tax yourself, you may be responsible for payment of estimated taxes during the tax year. You may not use the special five-year averaging rules available for certain lump-sum distributions from qualified retirement plans when figuring the federal income tax due on your IRA distribution.

## Distributions After Death

**If you die after your required beginning date.** If payments begin by April 1 of the year following the year you reach age 70½, and begin before your death in accordance with the distribution methods described earlier, any payments not made as of the time of your death must be distributed at least as rapidly as under the distribution method in use as of the date of your death.

**If you die before your required beginning date.** If you die before April 1 after your 70½ year, the *entire interest* (the IRA account balance as of the close of business on December 31 of the preceding year) must be distributed either: a) by the December 31 of the fifth year following the year of your death\*, or b) in annual amounts over the life or life expectancy of your designated beneficiary.

Your beneficiary may elect which of the rules applies. This election must be made by the earliest date a distribution would be required under any of the rules. Generally, this date is December 31 of the year following the year of your death. Your modified guaranteed annuity allows 60 days after receipt of due proof of death to make an election.

If a timely election is not made, distribution must be made under rule (b) if the beneficiary is the surviving spouse, and under rule (a) if the beneficiary is someone other than the surviving spouse. Distributions under (b) must begin by December 31 of the year following the year of your death. However, if your spouse is the beneficiary, distributions need not begin until December 31 of the year you would have attained age 70½, if later. In either case, the year distributions are required to begin is the first year for which a minimum amount is required to be distributed.

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\* Minimum distributions are not required for 2009, therefore 2009 is ignored for purposes of determining the five-year period.

If you have named your spouse as beneficiary, your spouse may continue the IRA as its owner and delay taking distributions until April 1 of the year following the year in which he or she reaches age 70½. He or she may also make contributions to it, if eligible. If you haven't named a beneficiary, your IRA funds must be paid to your estate under rule (a).

Special rules apply to distributions from individual retirement annuities. See "Annuity distributions" on this page.

## **Prohibited Transactions**

If you or your beneficiary engages in a prohibited transaction with your IRA, your IRA will lose some or all of its favorable tax status. As long as you simply make contributions to, and withdrawals from your IRA, you probably will not have to be concerned about prohibited transactions. Prohibited transactions include:

- Using all or part of your IRA as collateral for a loan;
- Using your IRA to invest in collectibles, such as art, antiques, metals, stamps, or coins (except for gold and silver coins issued by the United States and acquired after December 31, 1986);
- Borrowing from your IRA;
- Assigning, pledging, or transferring your IRA; or
- Selling property to or buying property from your IRA.

If you use any portion of your IRA as security for a loan, the portion used will be considered a distribution. The 10% premature distribution penalty tax (if applicable) and ordinary income tax will be applied to that amount. If you borrow any of your IRA funds or use any of them in any other prohibited transaction, the entire balance will be considered as a distribution to you. You will have to include it in your gross income for the taxable year in which you engaged in the prohibited transaction and the 10% premature distribution penalty tax will apply if you are under age 59½.

## **Tax Information**

### **Filing Requirements**

Your IRA contributions and distributions must be reported on your federal income tax return (Form 1040 or 1040A). If you designate any contributions as non-deductible, or receive a distribution from your IRA which includes non-deductible contributions, you must report this using IRS form 8606. You (or your beneficiary after your death) must also file Form 5329 (Return for Individual Retirement Savings Arrangement) if any excise or penalty tax is due on your IRA or if you receive a

premature distribution. Excise or penalty taxes could be due on excess contributions, premature distributions, excess accumulations or excess distributions. It is your obligation to determine when any excise or penalty taxes are due or any prohibited transactions have occurred.

### **Estate and Gift Taxes**

Assets in your IRA are fully includible in your gross estate for federal estate tax purposes. However, your estate may qualify for the estate tax marital deduction and/or unified credit, which can reduce or eliminate the applicable federal estate tax.

Your designation of a beneficiary for your IRA is not considered a transfer for federal gift tax purposes.

### **IRA Approval**

Individual Retirement Annuities provided by Liberty National Life Insurance Company have not been approved by the IRS as to form. IRS approval relates only to form and not to the merits of your IRA.

## **Reports and Statements**

We are required to provide you and the IRS with certain reports and statements. These reports include:

- Notification to you and the IRS of contributions to your IRA, the tax year for which your contributions are made, the fair market value of your IRA as of December 31 of each year, and taxable withdrawals from your IRA; and
- Periodic statements to you of your IRA activity. You will be responsible for maintaining records of your deductible and non-deductible contributions to your IRA and reporting them on your federal tax return.

You are required to tell us the tax year for which you are making the contribution. You must also provide us with any other information we need to prepare reports required by the IRS. We are not required to file any income tax forms for you.

## **Change of Address**

We'll send any statement or notice of change in these terms to the address you have given us. Please notify us in writing if you change your address.

## **For More Information**

Further information on IRAs can be obtained from any district office of the Internal Revenue Service.

## Financial Disclosure for Annuity Contract or Certificate

For an explanation of the features and terms of your IRA issued by Liberty National Life Insurance Company, refer to the contract or certificate. You will find required financial disclosure below. You have 30 days within which to revoke your IRA after you receive the IRA contract.

There are no sales charges deducted from purchase payments. However, if an annuity settlement option is not taken, a surrender charge is assessed in accordance with the table set forth below. Review the columns below to determine the Guaranteed Surrender Values per \$1,000 for your IRA. Current Surrender Values cannot be reasonably projected since they are based on interest rates which are subject to change, but in no event will they be less than the rates guaranteed in the annuity contract.

### Guaranteed Surrender Values\*

| End of Year | For Each \$1,000 Gross<br>Single Premium | For Each \$1,000 Gross<br>Annual Premium | End of Year | For Each \$1,000 Gross<br>Single Premium | For Each \$1,000 Gross<br>Annual Premium |
|-------------|--|--|-------------|--|--|
| 1           | \$1,000.00                               | \$1,000.00                               | 31          | \$2,500.08                               | \$51,502.76                              |
| 2           | 1,000.00                                 | 2,000.00                                 | 32          | 2,575.08                                 | 54,077.84                                |
| 3           | 1,023.66                                 | 3,000.00                                 | 33          | 2,652.34                                 | 56,730.18                                |
| 4           | 1,064.53                                 | 4,069.69                                 | 34          | 2,731.91                                 | 59,462.08                                |
| 5           | 1,106.94                                 | 5,216.54                                 | 35          | 2,813.86                                 | 62,275.94                                |
| 6           | 1,150.93                                 | 6,417.84                                 | 36          | 2,898.28                                 | 65,174.22                                |
| 7           | 1,229.87                                 | 7,892.34                                 | 37          | 2,985.28                                 | 68,159.45                                |
| 8           | 1,266.77                                 | 9,159.11                                 | 38          | 3,074.78                                 | 71,234.23                                |
| 9           | 1,304.77                                 | 10,463.88                                | 39          | 3,167.03                                 | 74,401.26                                |
| 10          | 1,343.92                                 | 11,807.80                                | 40          | 3,262.04                                 | 77,663.30                                |
| 11          | 1,384.23                                 | 13,192.03                                | 41          | 3,359.90                                 | 81,023.20                                |
| 12          | 1,425.76                                 | 14,617.79                                | 42          | 3,460.70                                 | 84,483.89                                |
| 13          | 1,468.53                                 | 16,086.32                                | 43          | 3,564.52                                 | 88,048.41                                |
| 14          | 1,512.59                                 | 17,598.91                                | 44          | 3,671.45                                 | 91,719.86                                |
| 15          | 1,557.97                                 | 19,156.88                                | 45          | 3,781.60                                 | 95,501.46                                |
| 16          | 1,604.71                                 | 20,761.59                                | 46          | 3,895.04                                 | 99,396.50                                |
| 17          | 1,652.85                                 | 22,414.44                                | 47          | 4,011.90                                 | 103,408.40                               |
| 18          | 1,702.43                                 | 24,116.87                                | 48          | 4,132.25                                 | 107,540.65                               |
| 19          | 1,753.51                                 | 25,870.37                                | 49          | 4,256.22                                 | 111,796.87                               |
| 20          | 1,806.11                                 | 27,676.49                                | 50          | 4,383.91                                 | 116,180.77                               |
| 21          | 1,860.29                                 | 29,536.78                                | 51          | 4,515.42                                 | 120,696.20                               |
| 22          | 1,916.10                                 | 31,452.88                                | 52          | 4,650.89                                 | 125,347.08                               |
| 23          | 1,973.59                                 | 33,426.47                                | 53          | 4,790.41                                 | 130,137.49                               |
| 24          | 2,032.79                                 | 35,459.26                                | 54          | 4,934.12                                 | 135,071.62                               |
| 25          | 2,093.78                                 | 37,553.04                                | 55          | 5,082.15                                 | 140,153.77                               |
| 26          | 2,156.59                                 | 39,709.63                                |             |  |  |
| 27          | 2,221.29                                 | 41,930.92                                |             |  |  |
| 28          | 2,287.93                                 | 44,218.85                                |             |  |  |
| 29          | 2,356.57                                 | 46,575.42                                |             |  |  |
| 30          | 2,427.26                                 | 49,002.68                                |             |  |  |

\*The surrender values are guaranteed for the life of the annuity contract and reflect the amount available for withdrawal each year after deduction of a surrender charge which varies depending upon the contract year in which the surrender occurs:

| Contract Year | Surrender Charge         |
|---------------|--------------------------|
| 1             | 7% of amount surrendered |
| 2             | 7% of amount surrendered |
| 3             | 7% of amount surrendered |
| 4             | 6% of amount surrendered |
| 5             | 5% of amount surrendered |
| 6             | 4% of amount surrendered |
| 7 or more     | None                     |