

Pinnacle MYGA® A Multi-Year Guaranteed Annuity

# **New Business Instructions**

Issued by Delaware Life Insurance Company

Please use the following checklist as a guide to ensure business	is submitted properly.
All cross-outs or alterations made to any form submitted must	be initialed by the applicant(s).
<ul> <li>Application</li> <li>A Guarantee Period must be selected</li> <li>Must be signed by all owners</li> <li>The Death Benefit is payable upon the death of any Owner. If you wish to have the death benefit paid to the surviving spouse, "Surviving Spouse" should be listed as Sole Primary Beneficiary.</li> </ul>	Notice Regarding Standards for Medi-Cal Eligibility (CA Only)  Must be signed by all owners  Must be signed by selling agent  Comparison of Annuity Contracts (CA Only)
Must be signed by selling agent	Make check payable to: Delaware Life Insurance Company
<ul> <li>Delivery of Buyer's Guide, if applicable</li> <li>Must be delivered at or before time of application</li> </ul>	<ul> <li>Please ensure that the owner's name is referenced on the check</li> </ul>
Replacement Form     Complete the necessary Form A or state-specific replacement form, based on the requirements of the state in which the application is signed.	Mail application and forms, together with the check or transfer form to:  Regular Mail: Delaware Life P.O. Box 758580 Topeka, KS 66675-8580
<ul> <li>Transfer Forms</li> <li>If the owner is transferring funds from another company to purchase this annuity, please complete the Qualified Transfer/1035 Exchange Form.</li> </ul>	Overnight address: Delaware Life Mail Zone 581 5801 SW 6th Avenue Topeka, KS 66636
Note: To complete a transfer/1035 exchange, the Owner(s)/Annuitant(s) on the existing contract must be identical to the new contract.	Certain account registrations may require additional forms to be completed by your client. Please contact our customer service center at 877-253-2323 with any questions.
Disclosure Statement  • Must be signed by all owners	Keep a copy of the documents for your files.

Delaware Life Insurance Company 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.

· Must be signed by selling agent



# **Application – Pinnacle MYGA®**

A Multi-Year Guaranteed Annuity
Single Premium Deferred Annuity (SPDA)

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

A Product Selection	(soloct one)				
	<u> </u>				
Product Cho	pices				
Pinnacle MYGA®	3-Year	5-Year 7	-Year 10-Year		
B Owner					
Owner Information (If trust, include Trust Certif	ication Form)		Joint Owner Information (Not available for Individ		nnuities)
Complete Name (First-Middle-Last)			Complete Name (First-Middle-Last)	)	
Residential Address (No PO Box)			Residential Address (No PO Box)		
City	State	Zip Code	City	State	Zip Code
Social Security Number or TIN	Gender Male	Female Entity	Social Security Number or TIN Ge	nder  Male Female	Date of Birth (mm/dd/year)
Date of Birth or Trust Date (mm/dd/year)  Phone Number		Phone Number Relationship to Owner			
C Annuitant					
Annuitant Information (Complete only if Annuitant	is different from	n Owner)	Joint Annuitant Informat (Not available for Individ		nnuities)
Complete Name (First-Middle-Last)		Complete Name (First-Middle-Last)			
Residential Address (No PO Box)		Residential Address (No PO Box)			
City	State	Zip Code	City	State	Zip Code
Social Security Number	Gender Male	Female	Social Security Number	Gender Male	Female
Date of Birth (mm/dd/year)	Phone Number		Date of Birth (mm/dd/year)	Phone Number	ĐI -

D Tax Qualification				
Plan Type (check one)		Please complete if a	applicable	
Non-Qualified Tradition	al IRA Roth IRA	If Traditional IRA Contribution – Tax Year		
SEP IRA		If Roth IRA Contribut	tion – Tax Year	
		If Roth IRA – Inception	on Date	
E Premium Amount				
Source		Amount		
Check with Application		\$		
Estimated 1035 Exchange Amount		\$		
Estimated Qualified Transfer / Rollo	over Amount	\$		
Estimated Non-Qualified Amount (i.e. liquidation of mutual fund, mon	ev market)	\$		
(i.e. iiquidation of mutual fund, mon	ey market)			
F Beneficiaries (If Spousal Jo	oint Ownership "surviv	ing spouse" is normally	v listed as primary bene	ficiary)
Per stirpes designations not accept	<u> </u>	g opened to the time	, noted as primary some	
Primary Beneficiary		Social Security	Relationship to	
Full Name	Date of Birth	Number or TIN	Owner	Percentage
Contingent Beneficiary	Date of Birth	Social Security	Relationship to	Percentage
Full Name	Date of Birth	Number or TIN	Owner	Percentage
Please check here if you are att	aching additional Bonofi	ciary information		

C	Existing Coverages/Replacement	
Ple	ease answer the following questions:	
a.	Do you have any other life insurance policies or annuity contracts?	Yes No
b.	Is the Contract applied for replacing or intended to replace or change any existing life insurance or annuity contracts?	. Yes No
	If "Yes," and required by your state, complete the necessary Replacement Notice.	
F	Certification Required by the Internal Revenue Service and Signature Section	
cc be	ne assets in your contract are subject to state unclaimed property laws which provide that if no activity contract within the time period specified by the particular state law after the contract's maturity date or denefit is due and payable, your assets must be transferred to the appropriate state. We are required by late at your assets may be transferred to an appropriate state in compliance with these state laws.	ate that the death
be ha (4)	nder penalty of perjury, I certify that (1) the Social Security or taxpayer identification number shown on the prect Social Security or taxpayer identification number, and (2) I am not subject to backup withholding a seing exempt from backup withholding, not being notified by the IRS of a failure to report all interest or divides notified me that I am no longer subject to backup withholding, (3) I am a U.S. person (including a U.S. red) I am exempt from FATCA reporting. (Cross out item 2 above if you have been notified by the IRS that you be backup withholding due to a failure to report all interest and dividends.)	s a result of either vidends, or the IRS sident alien), and
	ne IRS does not require your consent to any provision of this document other than the certifications rackup withholding.	equired to avoid
all	gree to all terms and conditions as shown, and have read and understand all the statements made above statements made in this application are true, to the best of my knowledge and belief. I understand that ander the Contract may be subject to a Market Value Adjustment.	
	pelieve this to be a suitable purchase for my financial status. Any applicable Surrender Charge and Marke djustment provisions have been explained to me.	t Value
0	Fraud Notice: Any person who knowingly and with intent to injure, defraud, or deceive any insurer file of claim or an application containing any false, incomplete, or misleading information is guilty of a fel third degree.	
S	igned at: City, State, Zip	
	ignature of Owner	Date (mm/dd/year)
	X ignature of Joint Owner (if applicable)	Date (mm/dd/year)
1 3	"Briatario or comit o milor (ii appricabilo)	Sato (IIIII) aar year,

I Agent Signature	e(s)		
1. Does the applicant ha	ve any other life insurance policies	or annuity contracts?	Yes No
If "Yes," please explain			
If this plan will replace an	y existing life insurance or annuity,	indicate the type of coverage pro	pposed to be replaced:
Term Life Who	le Life Variable Life Fi	xed Annuity Variable Annu	ity
Other			
2. Advertising materials:			
	only insurer-approved sales materi th the proposed owner.	al with this Application and that a	n original or a copy of all sales
, ,	ed copy of any electronically prese the date the Contract is delivered	•	resented to the proposed
	ication is in accordance with the Dability of replacements.	Delaware Life Insurance Company	's Business Guidelines with
is true. I also certify the Adjustment provision based upon the prop	reby certify, to the best of my known at I have explained any applicables contained in this Contract, and osed owner's disclosure.	le Surrender Charges, Early With I certify that this annuity is suita	drawal and Market Value
	ur Agent number please indicate	"PENDING"	
Agent Name (Print Legibly)		Email Address	
Office Phone Number	Florida Agent Number	Florida License Number	Split
			%
Agent Name (Print Legibly)		Email Address	
Office Phone Number	Florida Agent Number	Florida License Number	Split
			%
Signature of Agent			Date (mm/dd/year)
X			Date (IIII)/dd/yeai/
Signature of Agent (If Joint Case)			Date (mm/dd/year)
<b>Y</b>			

Delaware Life Insurance Company 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.

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### Prepared by the

### **NAIC**

### **National Association of Insurance Commissioners**

The National Association of Insurance Commissioners is an association of state insurance regulatory officials.

This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy

Reprinted by Delaware Life Insurance Company

### **NAIC Buyer's Guide for Fixed Deferred Annuities**

It's important that you understand how annuities can be different from each other so you can choose the type of annuity that's best for you. The purpose of this Buyer's Guide is to help you do that. This Buyer's Guide isn't meant to offer legal, financial, or tax advice. You may want to consult independent advisors that specialize in these areas.

This Buyer's Guide is about fixed deferred annuities in general and some of their most common features. It's not about any particular annuity product. The annuity you select may have unique features this Guide doesn't describe. It's important for you to carefully read the material you're given or ask your annuity salesperson, especially if you're interested in a particular annuity or specific annuity features.

This Buyer's Guide includes questions you should ask the insurance company or the annuity salesperson (the agent, producer, broker, or advisor). Be sure you're satisfied with the answers before you buy an annuity.

08/2015

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### WHAT IS AN ANNUITY?

An annuity is a contract with an insurance company. All annuities have one feature in common, and it makes annuities different from other financial products. With an annuity, the insurance company promises to pay you income on a regular basis for a period of time you choose - including the rest of your life.

### When Annuities Start to Make Income Payments

Some annuities begin paying income to you soon after you buy it (an **immediate** annuity). Others begin some later date you choose (a **deferred** annuity).

#### How Deferred Annuities Are Alike

There are ways that *most* deferred annuities are alike:

- They have an **accumulation** period and a **payout** period. During the accumulation period, the value of your annuity changes based on the type of annuity. During the payout period the annuity makes income payments to you.
- They offer a basic death benefit. If you die during the accumulation period, a deferred annuity with a basic death benefit pays some or all of the annuity's value to your survivors (called beneficiaries) either in one payment or multiple payments over time. The amount is usually the greater of the annuity account value or the minimum guaranteed surrender value. If you die after you begin to receive income payments (annuitize), your chosen survivors may not receive anything unless: 1) your annuity guarantees to pay out at least as much as you paid into the annuity, or 2) you chose a payout option that continues to make payments after your death. For an extra cost you may be able to choose enhanced benefits that increase the value of the basic death benefit.

#### **Sources of Information**

**Contract**: The legal document between you and the insurance company that binds both of you to terms of the agreement.

**Disclosure**: A document that describes the key features of your annuity, including what is guaranteed and what isn't, and your annuity's fees and charges. If you buy a variable annuity, you'll receive a prospectus that includes detailed information about investment objectives, risks, charges, and expenses.

**Illustration**: A personalized document that shows how you annuity features might work. Ask what is guaranteed and what isn't and what assumptions were made to create the illustration.

- You usually have to pay a charge (called a surrender or withdrawal charge) if you take some or all of your money out too early (usually before a set time period ends). Some annuities may not charge if you withdraw small amounts (for example, 10% or less of the account value) each year.
- Any money your annuity earns is tax deferred. That means you
  won't pay income tax on earnings until you take them out of the
  annuity.
- You can add features (called riders) to many annuities, usually at an extra cost.
- An annuity salesperson must be licensed by your state insurance department. A person selling a variable annuity also must be registered with FINRA¹ as a representative of a broker/dealer that's a FINRA member. In some states, the state securities department also must license a person selling a variable annuity.
- Insurance companies sell annuities. You want to buy from an insurance company that's financially sound. There are various ways you can research an insurance company's financial strength. You can visit the insurance company's website or ask your annuity salesperson for more information. You also can review an insurance company's rating from an independent rating agency. Four main firms currently rate insurance companies. They are A.M. Best Company, Standard and Poor's Corporation, Moody's Investors Service, and Fitch Ratings. Your insurance department may have more information about insurance companies. An easy way to find contact information for your insurance department is to visit <a href="https://www.naic.org">www.naic.org</a> and click on "States and Jurisdictions Map".
- Insurance companies usually pay the annuity salesperson after the sale, but the payment doesn't reduce the amount you pay into
  the annuity. You can ask your salesperson how they earn money from the sale.

### How Deferred Annuities Are Different

There are differences among deferred annuities. Some of the differences are:

- Whether you pay for the annuity with one or more than one payment (called a premium).
- The types and amounts of the fees, charges, and adjustments. While almost all annuities have some fees and charges that could reduce your account value, the types, and amounts can be different among annuities. Read the Fees, Charges, and Adjustments section in the Buyer's Guide for more information.

1

Whether the annuity is fixed annuity or variable annuity. How the value of an annuity changes is different depending on whether
the annuity is fixed or variable.

**Fixed annuities** guarantee your money will earn at least a minimum interest rate. Fixed annuities may earn interest at a rate higher than the minimum but only the minimum rate is guaranteed. The insurance company sets the rates.

**Fixed indexed annuities** are a type of fixed annuity that earns interest based on changes in a market index, which measures how the market or part of the market performs. The interest rate is guaranteed to never be less than zero, even if the market goes down.

Variable annuities earn investment returns based on the performance of the investment portfolios, known as "subaccounts", where you choose to put your money. The return earned in a variable annuity isn't guaranteed. The value of the subaccounts you choose could go up or down. If they go up, you could make money. But, if the value of these subaccounts goes down, you could lose money. Also, income payments to you could be less than you expected.

Some annuities offer a premium bonus, which usually is a lump sum amount the insurance company adds to your annuity when you buy it or when you add money. It's usually a set percentage of the amount you put into the annuity. Other annuities offer an interest bonus, which is an amount the insurance company adds to your annuity when you earn interest. It's usually a set percentage of the interest earned. You may not be able to withdraw some or all of your premium bonus for a set period of time. Also, you could lose the bonus if you take some or all of the money of your annuity within a set period of time.

### How Does the Value of a Deferred Annuity Change?

### **Fixed Annuities**

Money in a fixed deferred annuity earns interest at a rate the insurer sets. The rate is **fixed** (won't change) for some period, usually a year. After that rate period ends, the insurance company will set another fixed interest rate for the next rate period. *That rate could be higher or lower than the earlier rates.* 

Fixed deferred annuities do have a guaranteed minimum interest rate – the lowest rate the annuity can earn. It's stated in your contract and disclosure and can't change as long as you own the annuity. Ask about:

- The initial interest rate What is the rate? How long until it will change?
- The renewal interest rate When will it be announced? How will the insurance company tell you what the new rate will be?

### **Fixed Indexed Annuities**

Money in a fixed indexed annuity earns interest based on changes in an index. Some indexes are measures of how the overall financial markets perform (such as the S&P 500 Index or Dow Jones Industrial Average) during a set period of time (called the **index term**). Others measure how a specific financial market performs (such as the Nasdaq) during the term. The insurance company uses a formula to determine how a change in the index affects the amount of interest to add to your annuity at the *end of each index term*. Once interest is added to your annuity for an index term, those earnings usually are locked in and changes in the index in the next index term don't affect them. If you take money from an indexed annuity before an index term ends, the annuity may not add all of the index-linked interest for that term to your contact.

Insurance companies use different formulas to calculate the interest to add to your annuity. They look at changes in the index over a period of time. See the box "Fixed Deferred Indexed Formulas" that describes how changes in an index are used to calculate interest.

The formulas insurance companies use often mean that interest added to your annuity is based on only *part* of a change in an index over a set period of time. **Participation rates, cap rates,** and **spread rates** (sometimes called margin or asset fees) all are terms that describe ways the amount of interest added to your annuity may not reflect the full change in the index. But *if the index goes down over that period, zero interest is added to your annuity.* Then your annuity value won't go down as long as you don't withdraw the money.

When you buy an index annuity, you aren't investing directly in the market or the index. Some indexed annuities offer you more than one index choice. Many indexed annuities also offer the choice to put part of your money in a fixed interest rate account, with a rate that won't change for a set period

# FIXED DEFERRED INDEXED FORMULAS

**Annual Point-to-Point** – Change in index calculated using two dates one year apart.

**Multi-Year Point-to-Point** – Change in index calculated using two dates more than one year apart.

Monthly or Daily Averaging – Change in index calculated using multiple dates (one day of every month for monthly averaging, every day the market is open for daily averaging). The average of these values is compared with the index value at the start of the term.

Monthly Point-to-Point – Change in index calculated for each month during the index term. Each monthly change is limited to the "cap rate" for positive changes, but not when the change is negative. At the end of the index term, all monthly changes (positive and negative) are added. If the result is positive, interest is added to the annuity. If the result is negative or zero, no interest (0%) is added.

### WHAT OTHER INFORMATION SHOULD YOU CONSIDER?

### Fees, Charges, and Adjustments

Fees and charges reduce the value of your annuity. They help cover the insurer's cost to sell and manage the annuity and pay benefits. The insurer may subtract these costs directly from your annuity's value. Most annuities have fees and charges but they can be different for different annuities. Read the contract and disclosure or prospectus carefully and ask the annuity salesperson to describe these costs.

A **surrender** or **withdrawal charge** is a charge if you take part or all of the money out of your annuity during a set period of time. The charge is a percentage of the amount you take out of the annuity. The percentage usually goes down each year until the surrender charge period ends. Look at the contract and the disclosure or prospectus for details about the charge. Also look for any waivers for events (such as death) or the right to take out a small amount (usually up to 10%) each year without paying the charge. If you take all of your money out of an annuity, you've surrendered it and no longer have any right to future income payments.

# How Insurers Determine Indexed Interest

Participation Rate – Determines how much of the increase in the index is used to calculate index-linked interest. A participation rate usually is for a set period. The period can be from one year to the entire term. Some companies guarantee the rate can never be lower (higher) than a set minimum (maximum). Participation rates are often less than 100%, particularly when there's no cap

Cap Rate – Typically, the maximum rate of interest the annuity will earn during the index term. Some annuities guarantee that the cap rate will never be lower (higher) than a set minimum (maximum). Companies often use a cap rate, especially if the participation rate is 100%. Spread Rate – A set percentage the insurer subtracts from any change in the index. Also called a "margin or asset fee". Companies may use this instead of or in addition to a participation or cap rate.

Some annuities have a **Market Value Adjustment (MVA)**. An MVA could increase or decrease your annuity's account value, cash surrender value, and/or death benefit value if you withdraw money from your account. In general, if interest rates are *lower* when you withdraw money than they were when you brought the annuity, the MVA could *increase* the amount you could take from your annuity. In general, if interest rates are *higher* when you withdraw money than they were when you brought the annuity, the MVA could *reduce* the amount you could take from your annuity. Every MVA calculation is different. Check your contract and disclosure or prospectus for detail

### **How Annuities Make Payments**

### **Annuitize**

At some future time, you can choose to **annuitize** your annuity and start to receive guaranteed fixed income payments for life or a period of time you choose. After payments begin, you can't take any other money out of the annuity. You also usually can't change the amount of your payments. For more information, see "**Payout Options**" in this Buyer's Guide. If you die before the payment period ends, your survivors may not receive any payments, depending on the payment option you choose.

### **Full Withdrawal**

You can withdraw the cash surrender value of the annuity in a lump sum payment and end your annuity. You'll likely pay a charge to do this if it's during the surrender charge period. If you withdraw your annuity's cash surrender value, your annuity is cancelled. Once that happens, you can't start or continue to receive regular income payments from the annuity

### Partial Withdrawal

You may be able to withdraw *some* of the money from the annuity's cash surrender value without ending the annuity. Most annuities with surrender charges let you take out a certain amount (usually up to 10%) each year without paying surrender charges on that amount. Check your contact and disclosure or prospectus. Ask your annuity salesperson about other ways you can take money from the annuity without paying charges.

### **Living Benefits for Fixed Annuities**

Some fixed annuities, especially fixed indexed annuities, offer a **guaranteed living benefits** rider, usually at an extra cost. A common type is called a guaranteed lifetime withdrawal benefit that guarantees to make income payments you can't outlive. While you get payments, the money still in your annuity continues to earn interest. You can choose to stop and restart the payments or you might be able to take extra money from your annuity. Even if the payments reduce the annuity's value to zero at some point, you'll continue to get payments for the rest of your life. If you die while receiving payments, your survivors may get some or all of the money left in your annuity.

### **How Annuities Are Taxed**

Ask a tax professional about your individual situation. The information below is general and should not be considered tax advice.

Current federal law gives annuities special tax treatment. Income tax on annuities is deferred. That means you aren't taxed on any interest or investment returns while your money is in the annuity. This isn't the same as tax-free. You'll pay ordinary income tax when you take a withdrawal, receive an income stream, or receive each annuity payment. When you die, your survivors will typically owe income taxed on any other death benefit they receive from an annuity.

There are other ways to save that tax advantages, including Individual Retirement Accounts (IRAs). You can buy an annuity to fund an IRA, *but you also can fund your IRA other ways and get the same tax advantages*. When you take a withdrawal or receive payments, you'll pay ordinary income tax on all of the money you receive (not just the interest or the investment return). You also may have to pay a 10% tax penalty if you withdraw money before you're age 59½.

#### **ANNUITY FEES AND CHARGES**

**Contract fee** – A flat dollar amount or percentage charged once or annually.

Percentage of purchase payment – A front-end sales load or other charge deducted from each premium paid. The percentage may vary over time.

Premium tax – A tax some states charge on annuities. The insurer may subtract the amount of tax when you pay your premium, when you withdraw you contract value, when you start to receive income payments, or when it pays a death benefit to a beneficiary.

**Transaction fee** – A charge for certain transactions, such as transfers or withdrawals.

### **PAYOUT OPTIONS**

You'll have a choice about how to receive income payments.

These choices usually include:

- For your lifetime
- For the longer of your lifetime or your spouse's lifetime
- For a set time period
- For the longer of your lifetime or a set time period

### Finding an Annuity That's Right for You

An annuity salesperson who suggests an annuity must choose one that they think is right for you, based on information from you. They need complete information about your life and financial situation to make a suitable recommendation. Expect a salesperson to ask about your age; financial situation (assets, debts, income, tax status, how you plan to pay for the annuity); your tolerance for risk; your financial objectives and experience; your family circumstances; and how you plan to use the annuity. If you aren't comfortable with the annuity, ask your salesperson to explain why they recommend it. Don't buy an annuity you don't understand or that doesn't seem right for you.

Within each annuity, the insurer *may* guarantee some values but not others. Some guarantees may be only for a year or less while others could be longer. Ask about risks and decide if you accept them. For example, it's possible you won't get all of your money back or the return on your annuity may be lower than you expected. It's also possible you won't be able to withdraw money you need from your annuity without paying fees *or* the annuity payments may not be as much as you need to reach your goals. These risks vary with the type of annuity you buy. All product guarantees depend on the insurance company's financial strength and claims-paying ability.

### **Questions You Should Ask**

- Do I understand the risks of an annuity? Am I comfortable with them?
- How will this annuity help me meet my overall financial objectives and time horizon?
- Will I use the annuity for a long-term goal such as retirement? If so, how could I achieve that goal if the income isn't as much as I expected it to be?
- What features and benefits in the annuity, other than tax deferral, make it appropriate for me?
- Does my annuity offer a guaranteed minimum interest rate? If so, what is it?
- If the annuity includes rider, do I understand how they work?
- Am I taking full advantage of all of my other tax-deferred opportunities, such as 401(k)s, 403(b)s, and IRAs?
- Do I understand all of the annuity's fees, charges, and adjustments?
- Is there a limit on how much I can take out of my annuity each year without paying a surrender charge? Is there a limit on the total amount I can withdraw during the surrender charge period?
- Do I intend to keep my money in the annuity long enough to avoid paying any surrender charges?
- Have I consulted a tax advisor and/or considered how buying an annuity will affect my tax liability?
- How do I make sure my chosen survivors (beneficiaries) will receive any payments from my annuity if I die?

If you don't know the answers or have other questions, ask your annuity salesperson for help.

### When You Receive Your Annuity Contract

When you receive your annuity contract, carefully review it. Be sure it matches your understanding. Also, read the disclosure or prospectus and other materials from the insurance company. Ask your annuity salesperson to explain anything you don't understand. In many states, a law gives you a set number of days (usually 10 to 30 days) to change your mind about buying an annuity after you receive it. This often is called a **free look** or **right to return** period. Your contract and disclosure or prospectus should prominently state your free look period. If you decide during that time period that you don't want the annuity, you can contact the insurance company and return the contract. Depending on the state, you'll either get back all of the money or you current account value.



# **Annuity Suitability Questionnaire**

Issued by Delaware Life Insurance Company

Owner Informa	tion			
Owner: Last, First, Middle				
				Male Female
Date of Birth (mm/dd/yyyy)	Age	Tax Status	Relationship to Annuitant(s)	
Fasting				
Entity				
Form of Ownership				
Supporting documents (list)				
			Owner	
		Annual Income:		
		Source of Income:		
		Annual Household Income:		
		Existing Assets:		
		Existing Liquid Net Worth:		
		Do you currently own any annuities?	☐ Yes ☐	] No
		Please list:		
		Do you currently own life insurance?	☐ Yes ☐	] No
		Please list:		
Does your income co	ver all yo	ur living expenses including medical?	☐ Yes ☐	] No
Do	o you exp	ect changes to your living expenses?	☐ Yes ☐	] No
Do you anticipate char	nges in yo	our out-of-pocket medical expenses?	☐ Yes ☐	] No
		er future changes in your living and/or s during the surrender charge period?	☐ Yes ☐	] No
Do you have a	an emerg	ency fund for unexpected expenses?	☐ Yes ☐	] No
Owner's Signature				Date Signed (mm/dd/yyyy)
Joint Owner's Signature				Date Signed (mm/dd/yyyy)
X				

Owner Information (continued)	
Why are you purchasing this annuity?	
What are your investment objectives? (Check all that apply)	
Income Growth (long term) Safety of	Principal and Income
Safety of Principal and Growth Pass assets to beneficiary(ies) at death	
Other:	
Describe your risk tolerance: (Check all that apply)	
Conservative Moderately conservative Moderate Moderately aggressiv	ve Aggressive
Other:	
Comments	
Describe your investment experience by type and length of time	
What is the source of the funds for the purchase of the proposed annuity?	
How many years from today will you need access to your funds without a penalty?	
Will the proposed annuity replace any product?	Yes No
If yes, will you pay a penalty or other charge to obtain these funds?	Yes No
If yes, the amount of the charge or penalty \$	
Additional Information	
Owner's Signature	Date Signed (mm/dd/yyyy)
X	
Joint Owner's Signature	Date Signed (mm/dd/yyyy)

Note: The following three sections are to be completed by the agent, insurer, or Managing Genera recommending purchase. Each section requires a response. No section may be left blank or conta consisting of "None" or "N/A".	_			
Advantages of Purchasing the Proposed Annuity				
Disadvantages of Purchasing the Proposed Annuity				
The Basis for my Recommendation to Purchase the Proposed Annuity or to Replace or Exchange Your Existing Annuity(ies)				
Agent's Signature	Date (mm/dd/yyyy)			
×				
<b>Note:</b> No questions or response areas are to be left blank when offered to the Owner for signature. If a requested is unavailable, not applicable, or unknown, the insurance agent or insurer must indicate that.				
Acknowledgments and Signatures				
I understand that should I decline to provide the requested information or should I provide inaccurate limiting the protection afforded me by the Florida Statutes regarding the suitability of this purchase.	information, I am			
I <b>REFUSE</b> to provide the information at this time.				
I have chosen to provide <b>LIMITED</b> information at this time.				
My annuity purchase IS NOT BASED on the recommendation of this agent or the insurer.				
My annuity purchase IS BASED on the recommendation of this agent or the insurer.				
Applicant: Do not sign this form if any item has been left blank, before carefully reviewing the inform or if ANY of the information recorded is not true and correct to the best of your knowledge.	mation recorded,			
The owner may substitute their initials for signatures on all form pages with the exception of the signature are REQUIRED.	gnatures below,			
Owner's Signature	Date Signed (mm/dd/yyyy)			
X				
Joint Owner's Signature	Date Signed (mm/dd/yyyy)			

### **Explanation of Terms**

"Age" is the natural person's attained age on the day the form is completed.

"Tax Status" is the owner's Federal Income Tax filing status such as "single" or "married filing jointly"; if "Exempt", so state.

"Form of Ownership" is the type of entity, other than a natural person, including a corporation, trust, partnership, limited liability company, or other business or not-for-profit entity.

"Supporting documents" are the documents that provide a basis for the relationship between the Proposed Annuitant, Joint Annuitant if applicable, and the Owner as it may exist.

"Annual income" is income received during a calendar year, whether earned or unearned.

"Source of annual income" is the income-generating source, such as pension income, dividends, or earned income etc.

"Annual household income" is the combined annual income received by all household members each calendar year.

"Existing Assets" are financial assets including life insurance and annuities.

"Existing Liquid Net Worth" is applicable to those net assets that can readily be converted into their cash equivalent, without loss of principal after all surrender charges or other deductions have been taken.

"Financial Objectives" are the owner's stated goals as described to the insurance agent or insurer, if no insurance agent is involved. These may include but are not limited to the following: (1) Income, (2) Growth (long term capital appreciation), (3) Safety of Principal and Income, (4) Safety of Principal and Growth, (5) To pass the investment to a beneficiary or beneficiaries at death.

"Risk Tolerance" means the degree of uncertainty that an investor can reasonably tolerate with regard to a negative change in his or her investments. Examples of risk tolerance levels may include the following: (1) Conservative (prefer little or no risk), (2) Moderately conservative (some risk, reduced safety of principal), (3) Moderate (average risk with potential losses and potentially higher returns), (4) Moderately aggressive (above average risk with potential losses, risk of principal and potentially higher returns), (5) Aggressive (willing to sustain losses or loss of principal in pursuit of higher returns).

"Source of the funds" to be used to purchase the proposed annuity means from where the funds will come to purchase the annuity, and may include but are not limited to; (1) An existing annuity or life insurance contract, (2) Liquid Assets, including but not limited to, cash in banks, maturing certificates of deposit, and money market accounts, (3) Personal Loans, (4) Equity Loans, (5) Mortgages, Reverse Mortgages, (6) Death Benefit Proceeds, (7) Funds received upon retirement from employment, including but not limited to, 401(k) accounts, pensions, and other tax-sheltered funds, (8) Equities, mutual funds, or bonds, (9) Proceeds from real estate transactions.

Owner's Signature	Date Signed (mm/dd/yyyy)
X	
Joint Owner's Signature	Date Signed (mm/dd/yyyy)
X	

Delaware Life Insurance Company 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.

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# Disclosure and Comparison of Annuity Contracts

Issued by Delaware Life Insurance Company

**Existing Annuity Contract** 

	-	
Annuitant(s)	Annuitant(s)	
Insurer	Insurer	
Contract #	Application #	
	Existing Annuity Contract	Replacement Annuity
Contract Issue Date (MM/DD/YYYY)	/ /	/ (Est)
Generic Contract Type	, ,	
Marketing Name		
Initial Premium		
Source of Initial Premium		N/A
Qualified Contract?	☐ Yes ☐ No	☐ Yes ☐ No
Annuity Maturity Date		
Death Benefit Amount		
Change of Annuitant upon Death Available?	☐ Yes ☐ No	☐ Yes ☐ No
Surrender Charge Period in Years		
First Year Surrender Charge Percentage Rate	%	%
Surrender Charge Schedule for Remaining Years		
Free Withdrawals Available?	☐ Yes ☐ No	☐ Yes ☐ No
Annual Free Withdrawal Percentage Rate	%	%
Potential Tax Penalty for Surrender/Sale/ Exchange/Annuitization (Describe)		
Investment/Insurance Components (Describe)		
Waiver of Surrender Charge Benefit or Similar Benefit?	☐ Yes ☐ No	☐ Yes ☐ No

**Proposed Annuity Contract** 

### **Disclosure and Comparison of Annuity Contracts (continued)**

	Existing Annuity Contract	Replacement Annuity
Riders/Features/Costs (Describe)		
Loss of Benefits or Enhancements if existing contract exchanged? (Describe)		
Living Benefits (Describe)		
Minimum Guaranteed Interest Rate	%	%
Limitations on Interest Returns (Describe)		
Interest Rate Cap / Term	/	/
Participation Rate / Term	/	/
Indexing Method / Term	/	/
Other Fees (Describe)		
Initial Bonus Percentage or Amount		
Potential Loss of Bonus if Exchanged?	☐ Yes ☐ No	☐ Yes ☐ No
Limits and Exclusions for Bonuses that may be Payable (Describe)		
Comments and continuation from above		
Owner's Signature		Date Signed (mm/dd/yyyy)
Joint Owner's Signature		Date Signed (mm/dd/yyyy)
X		Date signed (Hilli/dd/yyyy)

Disclosure of Surrender Charges in	f Existing Annuity is Replaced or E	xchanged
Existing Annuity Contract No.		
Annuity Total Value	Annuity Surrender Value	
\$	\$	
Surrender Charges Applicable at exchange \$from the existing annuity's total value if surrende/	~ this is the estimated red, replaced, or exchanged, with an antic	
Have you surrendered or exchanged an annuity of	contract in the last 36 months?	Yes No
If "Yes," please provide details		
Acknowledgments and Signatures		
I acknowledge that I have provided the Applican	t with a completed and signed copy of th	is form.
Agent's Name (please print)	F	lorida License No.
Agent's Signature		Date Signed (mm/dd/yyyy)
<b>NOTE:</b> No questions or response areas are to be If any information requested is unavailable, not a		
The Owner may substitute their initials for signat are <b>required</b> .	tures on all form pages with the exception	of the signatures below, which
APPLICANT: DO NOT SIGN THIS FORM IF:		
1. ANY ITEM HAS BEEN LEFT BLANK;		
2. WITHOUT CAREFULLY REVIEWING THE II	NFORMATION RECORDED; OR	
3. IF ANY OF THE INFORMATION RECORDER	D IS NOT TRUE AND CORRECT TO THE E	BEST OF YOUR KNOWLEDGE.
Owner's Name (please print)		
Owner's Signature		Date Signed (mm/dd/yyyy)
X		
Joint Owner's Name (please print)		
Joint Owner's Signature		Date Signed (mm/dd/yyyy)

Χ



### **Explanation of Terms**

"Generic Contract Type" is the generic name of the annuity contract form as approved by the Florida Office of Insurance Regulation. Examples of generic annuity contract names are Flexible Premium Equity Indexed Annuity (FPEIDA), Single Premium Immediate Annuity (SPIA), Flexible Premium Variable Deferred Annuity (FPVDA), and Single Premium Deferred Annuity (SPDA).

"Marketing Name" is the name adopted by the insurer to identify the contract form.

"Qualified Contract" means a product used to fund any type of pension plan approved by the Internal Revenue Service.

"Annuity Maturity Date" is the final date of termination of the contract at which time the proceeds of the contract must be paid out.

"Surrender Charge" is the amount deducted from annuity contract values upon surrender of an annuity, or for withdrawals exceeding any free withdrawal provision of the contract, regardless how this charge is titled in the policy, e.g., deferred sales charge.

"Surrender Charge Period" is the number of annuity contract years a surrender charge may be applicable.

"Initial Surrender Charge Percentage Rate" is the original percentage rate that is deducted from annuity values at the inception of the existing annuity contract, or that will be deducted from the recommended replacement contract at its inception if purchased.

"Surrender Charge Percentage Schedule for Remaining Years" the percentage rate that would be deducted from the existing annuity contract if surrendered, or for any withdrawals exceeding the "free withdrawal" limit.

"Minimum Guaranteed Interest Rate" is the minimum interest rate payable under the annuity contract as guaranteed by the insurer in the annuity contract.

"Initial Bonus Percentage or Amount" is a bonus paid by the insurer, generally, at inception of the annuity contract, and may be expressed as a percentage of the initial premium or other amount, or a dollar amount, and must be stated in the annuity contract.

"Potential Loss of Bonus if Exchanged" refers to whether any bonus would be lost if the annuity contract was exchanged or terminated for any reason.

"Interest Rate Cap" this is the maximum rate of interest the annuity will earn.

"Participation Rate" the participation rate decides how much of the increase in the index will be used to calculate index-linked interest.

"Indexing Method" means the approach used to measure the amount of change, if any, in the index and includes annual reset (ratcheting), high-water mark and point-to-point. The index term is the period over which index-linked interest is calculated.

"Market Value Adjustment" is the increase or decrease in the surrender value of the contract that is adjusted to reflect market fluctuations.

"Administrative Fees or Margins" are charges that amount to the difference between the percentage gain in the index and the actual amount credited to the annuity contract.

"Asset Fees" are the fees the insurer charges that are a percentage of the value of the annuity contract.

"Death Benefit Amount" is the net amount that would be paid to the annuitant's designated beneficiary or beneficiaries of an existing annuity, or the death benefit that the proposed replacement policy would pay as of the contract issue date.

"Free Withdrawals" are the withdrawals that may be taken from an annuity's values that are not subject to surrender or other charges and are a provision of the annuity contract.

"Annual Free Withdrawal Percentage Rate" is the percentage of available funds that may be withdrawn from an annuity contract, generally on an annual basis and is stated in the annuity contract.

"Change of Annuitant upon Death" is a provision that allows another person to become the annuitant upon the death of the original annuitant allowing the contract to remain in force.

"Waiver of Surrender Charge Benefit or Similar Benefit or Provision" is a benefit that is built into individual annuity contracts or added by rider, endorsement, or amendment. The benefits are triggered by a qualifying event associated with either the annuitant or owner, as specified in the contract.

Owner's Signature	Date Signed (mm/dd/yyyy)
X	
Joint Owner's Signature	Date Signed (mm/dd/yyyy)
X	

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Pinnacle MYGA® A Multi-Year Guaranteed Annuity

# **Disclosure Statement**

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

This document reviews important points to think about before you purchase a Pinnacle MYGA® fixed annuity with a Market Value Adjustment (MVA) feature. Pinnacle MYGA® is a single-premium, deferred fixed annuity, which means you buy it with an initial single premium (payment). It is a fixed annuity, which means it earns a specified interest rate during the guaranteed interest rate period. This annuity is tax deferred, which means you don't pay taxes on the interest earnings until the money is paid to you.

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 financial goals.

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 agent, broker or 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.

## ■ The Annuity Contract

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

Your annuity earns tax-deferred interest at a guaranteed rate for the period you select, subject to availability. The guaranteed rate depends on the period you choose and on current interest rates. Interest is credited daily. The interest rate is the effective annual interest rate that will be credited when daily interest credits have been compounded for a full year. After your selected period ends, a new interest rate will be declared for each succeeding guaranteed interest rate period. The new interest rate will be greater than or equal to a minimum guaranteed interest rate, which is set at contract issue and effective for the life of your policy. Note that for contracts issued in Delaware and Florida, the guaranteed interest rate period does not automatically renew at the end of the selected term. Please review with your financial advisor to see how this may affect you.

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

Parties of the Contract are Owner(s), Annuitant(s), and Beneficiary(ies). Contract owner(s) designate the annuitant(s) and beneficiary(ies).

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

Yes. Carefully consider who you select as Owner(s), Annuitant(s), and Beneficiary(ies). These parties are critical in the operation of your annuity and they impact when and to whom death benefits are paid out.

### Benefits

### How can I access money from my annuity?

You may take withdrawals or fully surrender your contract. Additionally, you can receive income (payouts) by electing a Settlement Option. You should consider the effect of surrender charges and MVA when accessing money.

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

Your contract contains several Settlement Options that can be utilized after the first contract year. The Settlement Option payout amount during the first 5 contract years is equal to your contract's Surrender Value at the time of your election; therefore, Surrender Charges and any applicable MVA may be applied when calculating your payout. If one of the Settlement Options below is elected following the fifth contract year, surrender charges and MVA will not be assessed.

Your choices include the following:

- Life Annuity: Guarantees income for as long as you live.
- Life Annuity with Period Certain: Guarantees income for as long as you live. If you die within the "period certain", it pays income to your beneficiary for the rest of the period.
- Joint and Last Survivor Annuity: Guarantees income for as long as you or your joint annuitant (usually a spouse) lives.

### What happens when I die?

If you die before we start to pay you income from your annuity, we pay the full Account Value to your beneficiary. If you die after we start paying you income from your annuity, we pay the remaining value in the annuity, if any, to your beneficiary, depending on the type of payout you choose.

In the case of joint owners, the death benefit is paid on the death of the first owner.

## Fees, Expenses, and Other Charges

### What happens if I take out some or all of the money from my annuity?

You may withdraw a portion of your money from your annuity without incurring a surrender charge or MVA starting after the first contract anniversary. The free withdrawal amount is the greater of (a) 10% of the contract value as of the most recent contract anniversary, or (b) any annual IRS required minimum distribution applicable to the annuity. Any withdrawals in excess of the free withdrawal amount will be subject to a withdrawal charge.

Refer to the table below for withdrawal and surrender charges by guarantee periods, subject to availability. The charges for your Contract correspond to each contract year, beginning with year one and continuing until the end of the Contract's guarantee period. For example, the charges for a 3-year guarantee period are 7% in year one, 6% in year two, and 5% in year three.

Withd	rawal an	d Surrer	nder Cha	arges by	Guarant	tee Perio	od Year*			
Guaranteed Period Year	1	2	3	4	5	6	7	8	9	10
Withdrawal Charge	7%	6%	5%	4%	3%	2%	1%	1%	1%	0.75%

<sup>\*</sup>Subject to availability



### Fees, Expenses, and Other Charges (continued)

Withdrawals made in excess of the free withdrawal amount may also be subject to a positive or negative MVA based on changes to interest rates. The MVA is equal to the amount withdrawn, less any available Free Withdrawal Amount, times the Market Value Adjustment Factor. An example has also been provided below.

The Market Value Adjustment Factor is: (I - (J+.25%)) x N). Where:

- I = The Guaranteed Interest Rate being credited to the Account Value;
- J = The renewal Guaranteed Interest Rate currently offered for a duration equal to Your Guaranteed Interest Rate Period;
- N= The number of complete months from the date of surrender or withdrawal to the end of Guaranteed Interest Rate Period divided by 12.

### **Examples of how Withdrawal and Surrender Charges and MVA are calculated:**

These examples use the following assumptions:

Contract issue date: June 1, 2014

Guaranteed Interest Rate Period: 5 Year

Guaranteed Interest Rate: 4%

Withdrawal Date: August 25, 2015

### Withdrawal and Surrender Charges

For the examples, we assume the amount withdrawn of \$16,000 is greater than the available free withdrawal amount of \$15,000. Surrender charge will be applied to the excess above the free amount (\$16,000 - \$15,000 = \$1,000). This charge is \$60, which is the \$1,000 in excess of the free amount multiplied by 6% (Withdrawal and Surrender Charge for year two that can be found on the chart above). In addition, the \$1,000 that is subject to surrender charges may also be assessed a positive or negative MVA depending on changes to interest rates. Several examples of that calculation assuming interest rates increase or decrease can be found below.

### Market Value Adjustment (MVA)

### **Example 1: Decreasing Interest Rates**

Renewal Guaranteed Interest Rate for a 5 Year Period = 3.1% or 0.031

N (number of months remaining in the term) = 45

MVA Factor =  $(.04 - (0.031 + 0.0025)) \times (45 / 12) = 0.024375 = 2.4375\%$ 

\$1,000 x 2.4375% = \$24.38

\$24.38 would be added to the amount withdrawn.

### **Example 2: Increasing Interest Rates**

Renewal Guaranteed Interest Rate for a 5 Year Period = 5.0% or 0.05

N (number of months remaining in the term) = 45

MVA Factor =  $(.04 - (0.05 + 0.0025)) \times (45 / 12) = -0.04688 = -4.688\%$ 

\$1.000 x -.4.688% = \$-46.88

\$46.88 would be deducted from the amount withdrawn.



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

This annuity is tax deferred, which means you don't pay taxes on the interest earnings until the money is paid to you. When you take payouts or make a withdrawal, you pay ordinary income taxes on the taxable amount, including any interest earned. You may also incur a 10% federal income tax penalty on earnings you withdraw before age 59½. If your state imposes a premium tax, it will be deducted from the money you receive.

You can exchange one tax-deferred annuity for another without paying taxes on the earnings when you make the exchange. Before you do, compare the benefits, features, and costs of the two annuities. You may pay a surrender charge if you make the exchange during the surrender charge period. Also, you may pay a surrender charge if you take withdrawals from the new annuity during the first years you own it.

### Does buying an annuity in a retirement plan provide extra tax benefits?

Buying an annuity within an IRA, or other tax-deferred retirement plan doesn't give you any extra tax benefits. Choose your annuity based on its features and benefits as well as its risks and costs, not its tax benefits.

### Other Information

### What else do I need to know?

- This is a summary of the provisions of your annuity contract, but it is not a part of your contract. Please review
  your annuity contract for complete details and defined terms.
- 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 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 (Notice to Elders is a requirement in CA).
- 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.
- We may pay the financial advisor or firm for selling the annuity to you.
- Many states have laws that give you a set number of days to review an annuity contract after you buy it. If
  you decide during that time that you don't want it, you can return the annuity contract and receive all of your
  money back. Please refer to page 1 of your contract to learn about your "free look" period.
- 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.

### 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>.

# ■ Pinnacle MYGA® 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 single-premium, 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)	
Proposed Owner Signature		Date
1 Toposed Owner dignature		Date
X		
Proposed Joint Owner Name (please print)	Signed at (City, State)	
rioposed doint Owner Name (piease print)	oigned at (oity, otate)	
Proposed Joint Owner Signature		Date
Froposed Joint Owner Signature		Date
X		

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	

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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.

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 the issuing company.1

Owner(s) and Annuitants(s) must be exactly the same as the Own	ner(s) and Annuitant(s) on the existing contract with the
Surrendering Company.	<b>6</b>
Owner	Social Security Number
Co-Owner (if applicable)	Social Security Number
Annuitant	Social Security Number
	555.81.5558.11, 1.41.135.
Co-Annuitant (if applicable)	Social Security Number
2 Registration Information	
Existing Account Provider	
Provider Street Address (required)	
City	State Zip Code
Existing Account Number Provider Phone	Provider Fax (if available)
Send paperwork: By mail By fax Agent po	ursuing funds; do not mail form
If no selection is made, the transfer will be initiated immediately.	
Initiate transfer/rollover/exchange: Immediately upon	receipt OR
After this date:	(must be within 30 days)
Apply proceeds to: A new contract/certificate OR	
	) (write contract number here)



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3 Required Minimun	n Distribution (Qua	alified Contract Only)				
lf you currently own a qualific Distribution amounts.	ed contract and are age	ed 70½ this year, you may not tran	sfer or rollover Required Minimum			
No RMD is required for t	he current year.					
I have already taken my f	full RMD for the curren	t year.				
I direct the provider of m	ny existing account to o	distribute the RMD to me before	the exchange/rollover/transfer.			
4 Surrendered Acco	ount Type					
Variable Annuity*	Fixed Annuity* F	ixed Index Annuity* Life In	surance*			
Brokerage Account/Mut to liquidate my account			urrendering Company listed above			
* Additional state-specific re	placement form or NA	IC Model Regulation (Form A) rep	placement form may be required.			
5 Source of Transfer	r/Exchange					
Type of transfer/exchange	Initiate full trans	fer/exchange \$	(estimated amount)			
	I have enclosed the contract. OR					
	I certify tha	t the contract has been lost or de	stroyed.			
	Initiate partial transfer/exchange \$ (exact amount)					
Plan type	an type FROM: TO:					
	Non-qualified	Simple IRA	Non-qualified			
	IRA	401(k)	IRA			
	Roth IRA	403(b) to IRA	Roth IRA			
	SEP IRA	Other	SEP IRA			
	ontract Owner/Pai					

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.

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

**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 Compa	ny)	Signature Guarantee (if required by Surrendering Compa	ny)

### **Contact Us**

**Bv** 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



# Notice to Applicant Regarding Replacement of Life Insurance (Florida)

A decision to buy a new policy and discontinue or change an existing policy may be a wise choice or a mistake.

Get all the facts. Make sure you fully understand both the proposed policy and your existing policy or policies. New policies may contain clauses which limit or exclude coverage of certain events in the initial period of the contract, such as the suicide and incontestable clauses which may have already been satisfied in your existing policy or policies.

Your best source for facts on the proposed policy is the proposed company and its agent. The best source on your existing policy is the existing company and its agent.

Hear from both before you make your decision. This way you can be sure your decision is in your best interest.

If you indicate that you intend to replace or change an existing policy, Florida regulations require notification of the company that issued the policy.

Florida regulations give you the right to receive a written Comparative Information Form which summarizes your policy values. Indicate whether or not you wish a Comparative Information Form from the proposed company and your existing insurer or insurers by placing your initials in the appropriate box below.

insurer or insurers by placing your initials	in the appropriate box below	I.	
	Yes	No	
Do Not Take Action to Terminate Your and Found it Acceptable.	Existing Policy Until Your Ne	w Policy Has Been Issued and You Hav	e Examined it
I have read this notice and received a co	py of it.		
Applicant's Signature	Date (mm/dd/yyyy)	Printed Name	
X			
Joint Owner's Signature	Date (mm/dd/yyyy)	Printed Name	
X			
Agent's Signature	Date (mm/dd/yyyy)	Printed Name	
X			
Agent's Address (printed)		Company Name	
Information on Policies which may be re	placed:		

Company Name	Policy Number	Name of Insured

	<b>Contact Us</b>	
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**By mail** Delaware Life, P.O. Box 758581, Topeka, KS 66675-0497

**By phone**Service Center: **1-877-253-2323** 

Online delawarelife.com

Delaware Life Insurance Company 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.

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