



## Application Submission Guidelines

### Submitting New Business in Good Order:

Moving your business through the new business process quickly and efficiently is our goal. If you follow the checklist below, your application paperwork will be complete and processed as quickly as possible.

### Completed application, forms and funding can be sent to:

**Guaranty Income Life Insurance Company**

**Administration Office**

**The overnight address:**

**5801 SW 6<sup>th</sup> Ave**

**Mail Zone 8583**

**Topeka KS 66675-8583**

**Toll Free 833.444.5426 / FAX 785.228.4505**

**PO Box 758583 – used for Non-Money**

**Topeka, KS 66675-8583**

**PO Box 758586 – used for money**

**Topeka, KS 66675-8586**

### In Good Order Requirements:

- Fully completed:
  - Suitability \*
  - Application *(May vary by state.)*
  - Disclosure *(May vary by state.)*
  - 1035/Fund Transfer or Fund Transfer/Rollover *(Consider contacting the transferring company to identify additional requirements such as a signature guarantee.)*
  - Replacement Form – Required if replacing an annuity. *(Some states require a completed form if the applicant owns any annuities even if none are being replaced.)*
  - W-9
- Optional Forms When Applicable
  - Large Case Questionnaire – *(Must be completed and approved for applications over \$1million.)*
  - Out-of-State Verification Form
  - POA/Health Status – *(Required for applications signed by a Power-of-Attorney.)*
  - Trustee Certification and Disclosure – *(Required for trust owners.)*

\* All issued contracts must meet suitability guidelines. Your State may have additional required forms.



# GUARANTY INCOME LIFE INSURANCE COMPANY

Administrative Office: 5801 SW 6<sup>th</sup> Ave,  
Topeka, KS 66675-8583  
833.444.5426

RateWise Annuity™  
INDIVIDUAL ANNUITY APPLICATION

**Note the following restrictions:**

- The annuity applied for is a single premium deferred annuity: no additional premium will be accepted after the contract is issued.
- The Owner of the Contract must be the Annuitant (unless the Owner is a non-natural person).
- If Joint Owners are named, neither the Owner nor Joint Owner may be a non-natural person, and the Owner and Joint Owner must both be named as sole Primary Beneficiaries.

**A. OWNER, JOINT OWNER, ANNUITANT INFORMATION – Please print in ink**

Type of Ownership: ☐ Individual ☐ Joint ☐ Trust

**1. OWNER INFORMATION (Complete ONLY if Owner is a Natural Person)**

(Prefix)	Name (First)	(Middle)	(Last)	(Suffix)
SSN	DOB (mm/dd/yyyy)			<input type="checkbox"/> Male <input type="checkbox"/> Female
Mailing Address		City	State	Zip
Residential Address (if different)		City	State	Zip
Phone Number		Email Address		

**2. JOINT OWNER INFORMATION (Must be Spouse of Owner)**

(Prefix)	Name (First)	(Middle)	(Last)	(Suffix)
SSN	DOB (mm/dd/yyyy)			<input type="checkbox"/> Male <input type="checkbox"/> Female
Mailing Address		City	State	Zip
Residential Address (if different)		City	State	Zip
Phone Number		Email Address		

**3. TRUST OWNER INFORMATION (Complete ONLY if Owner is a Non-Natural Person)**

Trust Name		TIN	
State where Trust Created		Trust Creation Date (mm/dd/yyyy)	
Mailing Address		City	State Zip
Phone Number		Email Address	

**4. ANNUITANT INFORMATION (Complete ONLY if Owner is a Non-Natural Person)**

(Prefix)	Name (First)	(Middle)	(Last)	(Suffix)
SSN	DOB (mm/dd/yyyy)			<input type="checkbox"/> Male <input type="checkbox"/> Female
Mailing Address		City	State	Zip
Residential Address (if different)		City	State	Zip
Phone Number		Email Address		



B. BENEFICIARY DESIGNATION (total Share of Benefit must equal 100%)				
<i>Upon the Death of the Owner as defined in the annuity contract, unless provided otherwise by the Owner, the benefits payable under the annuity at such time shall be divided equally among all Primary Beneficiaries who then survive, but if none then survive, then equally among all Contingent Beneficiaries who then survive. Also, regardless of any Primary Beneficiary designation, a surviving Joint Owner is the Primary Beneficiary at the Owner's death, and: (1) any other Primary Beneficiary on record at the time of the Owner's death will be treated as a Contingent Beneficiary; and (2) any Contingent Beneficiary on record at the time of the Owner's death then will be treated as a secondary Contingent Beneficiary that applies after the Primary Beneficiary.</i>				
<b>PRIMARY BENEFICIARY</b>				
Relationship to Owner/Annuitant			Share of Benefit (%)	
(Prefix)	Name (First)	(Middle)	(Last)	(Suffix)
SSN		DOB (mm/dd/yyyy)		<input type="checkbox"/> Male <input type="checkbox"/> Female
Trust Name			TIN	
State where Trust Created		Trust Creation Date (mm/dd/yyyy)		
Mailing Address		City	State	Zip
Phone Number		Email Address		
<input type="checkbox"/> PRIMARY BENEFICIARY <input type="checkbox"/> CONTINGENT BENEFICIARY				
Relationship to Owner/Annuitant			Share of Benefit (%)	
(Prefix)	Name (First)	(Middle)	(Last)	(Suffix)
SSN		DOB (mm/dd/yyyy)		<input type="checkbox"/> Male <input type="checkbox"/> Female
Trust Name			TIN	
State where Trust Created		Trust Creation Date (mm/dd/yyyy)		
Mailing Address		City	State	Zip
Phone Number		Email Address		
<input type="checkbox"/> PRIMARY BENEFICIARY <input type="checkbox"/> CONTINGENT BENEFICIARY				
Relationship to Owner/Annuitant			Share of Benefit (%)	
(Prefix)	Name (First)	(Middle)	(Last)	(Suffix)
SSN		DOB (mm/dd/yyyy)		<input type="checkbox"/> Male <input type="checkbox"/> Female
Trust Name			TIN	
State where Trust Created		Trust Creation Date (mm/dd/yyyy)		
Mailing Address		City	State	Zip
Phone Number		Email Address		
<input type="checkbox"/> PRIMARY BENEFICIARY <input type="checkbox"/> CONTINGENT BENEFICIARY				
Relationship to Owner/Annuitant			Share of Benefit (%)	
(Prefix)	Name (First)	(Middle)	(Last)	(Suffix)
SSN		DOB (mm/dd/yyyy)		<input type="checkbox"/> Male <input type="checkbox"/> Female
Trust Name			TIN	
State where Trust Created		Trust Creation Date (mm/dd/yyyy)		
Mailing Address		City	State	Zip
Phone Number		Email Address		
<i>If there are additional beneficiaries, have applicant complete, date, and sign a separate sheet with all the above information, and attach it to this application.</i>				



<b>C. ANNUITY TYPE</b>			
<input type="checkbox"/> Non-Qualified			
<input type="checkbox"/> Tax-Qualified	<input type="checkbox"/> Traditional IRA	<input type="checkbox"/> Roth IRA	Tax Year
<b>D. INITIAL PAYMENT (SINGLE PREMIUM) INFORMATION</b>			
<small>Source – Name of entity funds are coming from.</small>			
<small>Payment Method – Check, Wire Transfer, Other. Cash is not accepted. Make checks payable to "GILICO".</small>			
<input type="checkbox"/> Initial Payment is from a Single Source			
<u>Source</u>	<u>Payment Method</u>	<u>Amount</u>	<u>Tax Year</u>
		\$	
<input type="checkbox"/> Initial Payment is from Multiple Sources			
<u>Source</u>	<u>Payment Method</u>	<u>Estimated Amount</u>	<u>Tax Year</u>
1.		\$	
2.		\$	
3.		\$	
4.		\$	
Total		\$	
<small>This annuity contract will not be issued until all payments have been received and the total amounts meets the minimum premium requirement for this product. Interest will not accrue until the effective Contract Date.</small>			
<b>E. ALLOCATION OF INITIAL PREMIUM</b>			
<small>Whole percentages are required. Total must equal 100%.</small>			
<b>Select</b>	<b>Account</b>	<b>Percentage</b>	
<input type="checkbox"/>	Fixed Rate Account		
<input type="checkbox"/>	Floating Rate Account		
	Total	100 %	
<b>F. PRODUCT SELECTION</b>			
Guarantee Period <input type="checkbox"/> 3 Year <input type="checkbox"/> 5 Year <input type="checkbox"/> 7 Year			
Optional Rider:			
Add optional Penalty-Free Partial Withdrawal Rider?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>G. REPLACEMENT</b>			
1. Does the proposed Owner or Annuitant have any other life insurance policies or annuity contracts in force with this or any other company?			<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the annuity contract applied for in this application replacing or likely to replace an existing life insurance or annuity contract in force with this or any other company?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<small>If either F.1. or F.2. is "yes", complete replacement forms if required for the State where application is completed.</small>			
<b>H. PRODUCER INFORMATION</b>			
Producer Name		Relationship to Owner	
Producer Number		Phone Number	
State License Number	Email		



I. GENERAL ITEMS, ACKNOWLEDGEMENTS, AND SIGNATURES				
<b>1. Electronic Document Delivery</b>				
Unless indicated below, I (we) the applicant and Owner(s) authorize(s) Guaranty Income Life Insurance Company ("GILICO") to provide all present and future notices concerning the annuity applied for, via email at the owner's email address provided above. I (We) can revoke this consent at any time, by contacting GILICO in writing at its administrative address. Also, I (we) acknowledge that GILICO has the right to deliver notices and policy and contact documents via email, but is not obligated to do so. I (We) acknowledge that I (we) have access to the Internet for the purposes of accepting electronic delivery of documents.				
<input type="checkbox"/> I (We) consent to electronic document delivery as described above. <input type="checkbox"/> At this time, I (we) do not wish to give consent for electronic document delivery as described above. If neither box is marked Electronic Delivery <b>Will Not</b> be used.				
<b>2. Agreements and Acknowledgements</b>				
I, the applicant and Owner, and the Joint Owner, and Annuitant if any (also referred to jointly as the "Other Parties to the Application") understand and agree that:				
a. Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.				
b. All statements, information, and answers given in this application are true and correct to the best of my (our) knowledge.				
c. I (We) also understand that only the guaranteed minimum values are guaranteed and no other amounts are guaranteed.				
d. I (We) understand that withdrawals from the annuity may be subject to a surrender charge during the surrender charge period.				
e. I (We) understand that any amount withdrawn from this annuity contract during the surrender charge period, which is not a qualified Required Minimum Distribution ("RMD") for Tax Qualified Annuities, and is in excess of the permitted free partial surrenders, may be subject to a Market Value Adjustment ("MVA"), which may cause the amount available for the withdrawal to increase or decrease in dollar amount. The annuity contract provides the exact details as to how this adjustment works.				
f. I (We) have received and reviewed a copy of an Annuity Product Summary for the annuity applied for, and have discussed with the producer/advisor all of my questions.				
g. This application is subject to acceptance by GILICO.				
h. If this application is rejected for any reason, GILICO will be liable only for return of any payment it receives for this application, without interest.				
i. Under penalties of perjury, I (the Owner) certify that: (1) the Social Security Number ("SSN") or Tax Identification Number ("TIN") stated in this form is my correct taxpayer identification number, and (2) that I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or resident alien. <b>Note: You must cross out Item 2.i.(2) of this certification if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting of interest or dividends on your tax returns.</b>				
<b>3. Signatures – Owner, Joint Owner, and Annuitant</b>				
	<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>	<i>City, State where Signed</i>
<b>Owner</b>				
<b>Joint Owner</b> <i>(if applicable)</i>				
<b>Annuitant</b> <i>(if Trust Owner)</i>				
<b>Consent of Spouse of Owner</b> – if Owner is married and lives in the following "community property states" (AZ, CA, ID, LA, MN, NV, TX, WA, & WI), the Owner's Spouse must be named as the sole beneficiary or that spouse must consent by signing here.				
	<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>	<i>City, State where Signed</i>
<b>Spouse</b>				



J. PRODUCER REPORT				
<i>The primary producer should complete all sections of this report clearly and legibly, as indicated.</i>				
<b>1. Applicant Identification to Verify</b>				
I have personally verified the identity of the Owner(s) by reviewing a government issued photo ID for each individual and/or by reviewing documents that confirm the legal status of any non-natural owner, such as a trust.				
Proposed Owner Name (if natural person)	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Non-US Citizen details		
Type of Government Issued ID	ID Number	Issued By		
Proposed Joint Owner Name (if applicable)	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Non-US Citizen details		
Type of Government Issued ID	ID Number	Issued By		
Proposed Trust Owner Name (if non-natural)				
Description of Documents (for non-natural Owner)				
<b>2. Questions to Verify</b>				
a. Does the applicant have any existing life insurance or annuities?				<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Will the annuity applied for in this application change or replace any existing insurance or annuity?				<input type="checkbox"/> Yes <input type="checkbox"/> No
c. I gave the applicant a copy of all sales materials used in the sale of the annuity applied for, as required by applicable law.				<input type="checkbox"/> Yes <input type="checkbox"/> No
d. I have made a reasonable effort to obtain information from applicant(s) concerning his/her/their financial status, investment objectives, and other information considered pertinent.				<input type="checkbox"/> Yes <input type="checkbox"/> No
e. It is my belief that based on the information the applicant(s) provided and all the circumstances known to me at the time, the annuity being applied for is suitable for the applicant(s) insurance needs and/or financial objectives.				<input type="checkbox"/> Yes <input type="checkbox"/> No
f. It is my belief that the applicant(s) do not have any diminished capacity with regards to making financial decisions on his/her/their own behalf.				<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. Signatures and acknowledgements</b>				
I verify that: (a) I have truly and accurately recorded in the application for the above applicant, the information provided by the applicant and Other Parties to this Application, and (b) all the information stated above is accurate and complete.				
	Print Name	Signature	Date	City, State where Signed
Producer				



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## ANNUITY CONTRACT DISCLOSURE SUMMARY

**Please sign and date on the last page, acknowledging that You have read and understand all the following:**

*This form is not intended to be a complete explanation of the annuity. Only that annuity contract contains all the details. If there is a conflict between this disclosure and that contract, that annuity contract shall take precedence. Features may vary by State.*

## The Annuity

### RateWise Annuity™

### Single Premium Fixed Deferred Annuity with Market Value Adjustment Feature

#### The Basics

The Fixed Deferred Annuity (the Annuity or Your Annuity) discussed in this summary is a single premium deferred annuity -

- The Annuity is a financial product that should be used for long term financial accumulation.
- How it works –

A sum of money is put in the Annuity – the Single Premium You pay.

The money put into the Annuity, less any premium taxes due on it, Your Initial Accumulation Value, increases (accumulates) over time through interest credited to it.

Interest is credited to the Initial Accumulation Value through accounts under the annuity.

There are two general types of accounts:

- ★ Fixed Interest account –the amount of interest credited to this account is fixed and re-determined by the Company each Guarantee Period; and
- ★ Floating Interest account –the total amount of interest credited to this account is the sum of a fixed base rate and the Effective Federal Funds Rate (EFFR). The fixed base rate is re-determined by the Company each Guarantee Period. The EFFR is a reference rate that is re-set each Contract Year during each Guarantee Period.
- The amount accumulated in the Annuity may be taken out of the Annuity in several ways.
  - ★ The value in the Annuity may be withdrawn through a lump sum surrender or withdrawal. With a surrender or withdrawal, You may take out some or all of the amount available for such withdrawal.
  - ★ The value in the Annuity may also be distributed through a stream of payments begun after a given date. That date can be set by You or it will be a set date determined by the age of the person who is the Annuitant under the Annuity.

Surrender charges, taxes, and the Market Value Adjustment feature may affect the amount available for withdrawal or pay-out.

- **The Annuity earnings (and principal in qualified accounts) are not subject to income taxes until funds are withdrawn or distributed. A 10% IRS early-withdrawal penalty may apply to withdrawals or distributions prior to age 59½.**
- **The Annuity is not FDIC insured, nor guaranteed by the Federal Government, a Bank or Savings Association.**
- **The amount accumulated in the Annuity may be subject to Surrender Charges and Market Value Adjustments if you Annuitize or make a Full Surrender or Partial Surrender before the end of the Surrender Charge Period.**
- **The Cash Surrender Value, or the value at death, or value applied to annuitization of the Annuity may be less than the amount of Your initial premium payment.**
- **There are many other rules and provisions that affect how the Annuity operates. Read the information below for more details.**

#### Terms and Definitions

**What is an annuity?** – An annuity is a long-term contract between the contract owner (“You” or “Owner”) and an insurance company, in which You give Guaranty Income Life Insurance Company (“GILICO”, “We”, “Us”) a sum of money (called a premium). This premium, less the taxes that are due on it as premium tax, accumulates over time on a tax-deferred basis until You withdraw it from

*The Annuity contract, and any riders providing additional benefits, contain additional limitations. Please contact your agent for additional details about the Annuity. This disclosure is not meant to replace any required State replacement forms. It is designed to assist you in understanding the nature of the Annuity.*





## ANNUITY CONTRACT DISCLOSURE SUMMARY

the annuity or begin taking a set of payments from the annuity. 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.

**This Annuity** – This annuity (Form Series GI-FR-MYGA01) is a single premium annuity, which means You may make only one premium payment into it. The minimum amount of the single premium accepted is \$10,000 and the maximum is set by GILICO. It currently is \$1,000,000 without approval by GILICO.

**Fixed Annuity** - This annuity also is a fixed annuity, which means it earns a specified interest rate during each rate guarantee period.

**Deferred Annuity** - This annuity also is deferred, which means payouts do not begin immediately. They begin at a future date and You do not pay taxes on the interest it earns until the value accumulated in it is paid to You.

**Accumulation Value** – The Accumulation Value of Your Annuity equals all premiums paid into Your Annuity less the premium taxes due on that premium, plus all interest credited to the Accumulation Value, minus any Accumulation Value surrendered. Amounts surrendered may include Surrender Charges, Market Value Adjustments (MVAs) and applicable taxes.

**Annuitant** – The Annuitant is the Natural Person on whose life Annuity Payout Options (see below) are based and who receives the payments made under that option. The initial Annuitant is shown on the Contract Data Pages of Your Annuity.

**Annuitization** – This means We apply the annuity's Cash Surrender Value to an Annuity Payout Option, which is called "annuitization". When You annuitize, You can choose one of several Annuity Payout Options stated in Your Annuity. Once You have chosen to apply all the Cash Surrender Value to annuitize the annuity, You may not change the Annuity Payout Option or surrender the annuity or have access to any value of the annuity, other than the payments being made under the Annuity Payout Option.

**Cash Surrender Value** – The Cash Surrender Value is the amount You will receive if You surrender the entire contract (a "Full Surrender"). The Cash Surrender Value is the Accumulation Value adjusted by the MVA and minus any applicable Surrender Charges and taxes.

**Confinement to a Hospital or Long-Term Care Facility** – This means that You, or the Joint Owner if there is one, is receiving continuous care for at least 30 days from a hospital or long-term care facility, as defined in the Annuity.

**Contract Year** – This is a period of 365 days (366 days in a leap year) that begins on Your Contract Date and repeats after the end of each period.

**Death of the Owner** – The phrase Death of the Owner has a very specific meaning under Your Annuity because the death of different persons can trigger the payment of a death benefit or other benefits under Your Annuity depending on the circumstances. Specifically, under Your Annuity the Death of an Owner means: (a) the death of the Owner if, at the time in question, there is only an Owner who is a natural person, and no Joint Owner; or (b) the death of the first to die of the Owner and Joint Owner, if, at the time in question, there is both an Owner and Joint Owner; or (c) the death of the Annuitant under the contract, if, at the time in question, the Owner is not a Natural Person.

**Free-Look Period** – Within 30 days after Your Annuity is first received, You may cancel it for any reason by delivering or mailing it to the agent through whom it was purchased or to the administrative office of GILICO shown above. Upon cancellation, GILICO will return any premium paid and Your Annuity will be void from the contract date.

**Full Surrender** – A Full Surrender occurs when You request We pay out, as a lump sum, the full value available under Your Annuity. That value is the Cash Surrender Value, and it is specifically defined in Your Annuity. A Full Surrender terminates Your Annuity.

**Guaranteed Minimum Interest Rate** – The interest rate declared by GILICO applicable to the Fixed Account for the annuity will never be less than this rate. It is shown on the Contract Data Pages in the Annuity contract. This rate is set at the time You purchase Your Annuity and is guaranteed never to change for the life of the Annuity contract. Your Annuity's Guaranteed Minimum Interest Rate is determined at issue and can range between 1% and 3%.

**Partial Surrenders** – You may make up to four (4) withdrawals of less than the Full Cash Surrender Value of the Annuity each Contract Year. You may make more than 4 Partial Surrenders each Contract Year if they are made as Systematic Withdrawals, subject to the other rules of the Annuity. Partial Surrenders are subject to adjustment for MVAs, and reduction for any applicable Surrender Charges and taxes.

**Market Value Adjustments (MVA)** – This is an adjustment to the amount of Your Annuity available for surrender or withdrawal. The adjustment may increase or decrease the amount available for surrender or withdrawal. It is made at the time of each Surrender. It only is made during the Surrender Charge Period. It is explained in more detail below.



## ANNUITY CONTRACT DISCLOSURE SUMMARY

**Maturity Date** – This is the date that Annuity Payouts must begin if they have not begun sooner. It is shown in the Contract Data Pages of Your Annuity.

**Required Minimum Distribution** – This is the amount that is required to be distributed under an annuity which is tax qualified in order for the owner of the annuity to avoid incurring a Federal income tax penalty for failure to withdraw the required distribution from the annuity.

**Single Premium** – This is the amount of Your initial payment into Your Annuity.

**Surrender Charge Period** – This is a period of time shown in Your Annuity to which Surrender Charges, if applicable, will apply.

**Systematic Withdrawals** – These are automatic, repeating Partial Surrenders, made on a monthly, quarterly, semi-annual or annual basis. Systematic Withdrawals are subject to all the rules applicable to Partial Surrenders, such as being subject to MVAs and Surrender Charges and Taxes. The amount of the Accumulation Value is affected by a Systematic Withdrawal, and the amount of the actual payout will be subject to the Partial Surrender and Waiver of Surrender Charge provisions of Your Annuity.

**Terminal Illness** - This means a health condition or injury experienced by You, or the Joint Owner if there is one, which to a reasonable degree of medical certainty, confirmed by a diagnosis or opinion of a Physician, will result in that person's death within one year.

### Your Contract Value

Your Annuity has three important values before its Maturity Date or the date You annuitize it.

**Accumulation Value** – This is the sum of the value in the Fixed Account plus the value in the Floating Account under Your Annuity.

**Cash Surrender Value** – The Cash Surrender Value available for withdrawal or surrender is equal to the Accumulated Value adjusted for any applicable MVA, and reduced by any applicable Surrender Charge (adjusted for any Partial Free Surrender available), and reduced by any applicable taxes. But, the Cash Surrender Value as of a given date will never be less than the Guaranteed Minimum Cash Surrender Value of Your Annuity as of that date.

**Guaranteed Minimum Cash Surrender Value** - This equals:

- (1) the "Non-forfeiture Load", as shown in the Contract Data Pages of Your Annuity, times the amount of the Single Premium paid into Your Annuity, less
- (2) any prior Partial Surrenders or withdrawals, and less
- (3) deductions for any required taxes, with

each of the three above amounts accumulated at the Guaranteed Minimum Cash Surrender Value Interest Rate shown in the Contract Data Pages of Your Annuity to: (a) the date of death triggering a payout under Your Annuity, (b) an Annuity Payment is made under Your Annuity, (c) a Surrender or withdrawal, as the case may be.

### Guarantee Period and Renewal Options

The Guarantee Period of Your Annuity is used to determine:

- The Fixed Account Fixed Rate Interest We credit to the Fixed Account
- The Floating Account Base Rate Interest We credit to the Floating Account
- The Surrender Charge Schedule
- The Market Value Adjustment components

The duration of the initial Guarantee Period is shown in the Contract Data Page of Your Annuity. The available renewal Guarantee Periods may be the same, shorter, or longer duration than the initial Guarantee Period. The initial Guarantee Period begins on the Contract Date and ends at the end of the first Guarantee Period. The next Guarantee Period and every later Guarantee Period begins at the end of the immediately prior Guarantee Period.

Renewal Options are available during the 30-days following the end of any Guarantee Period (referred to as the Window Period). You may choose among the following options during any Window Period:



## ANNUITY CONTRACT DISCLOSURE SUMMARY

- Continue Your Annuity for a subsequent Guarantee Period of any duration then offered by Us at the applicable rates then in effect;
- Apply the Accumulation Value of Your Annuity to an Annuity Payout Option;
- Surrender Your entire contract for the Accumulation Value, without Surrender Charges and/or MVA;
- Take a Partial Withdrawal of the Accumulation Value, without Surrender Charges and/or MVA;
- Reallocate the Accumulation Value between the Fixed Account and Floating Account.

### Accumulation and Interest Crediting

The amount you put into Your Annuity (the Single Premium) can increase as follows. Start with the amount of Your Single Premium reduced by any taxes. This is Your Initial Accumulation Value. The Initial Accumulation Value is then allocated to one or more of the following interest crediting accounts, depending on which interest crediting account option You elect to apply.

#### Fixed Account Interest

Under this interest crediting option, the amount in the Fixed Account will earn interest at a rate in effect for the Guarantee Period then applicable. The Fixed Account Interest Rate for the initial Guarantee Period is shown in the Contract Data Page of Your Annuity. After each Guarantee Period, We will declare a renewal interest rate that will be applicable during that respective Guarantee Period. The Fixed Account Interest Rate We declare for any given Guarantee Period will never be less than the Guaranteed Minimum Interest Rate.

Interest is credited to the Fixed Account daily.

#### Floating Account Interest

Under this interest crediting option, the amount in the Floating Account will earn interest at a rate in effect for each Contract Year during the Guarantee Period then applicable. The Total Floating Rate Interest is the sum of the Floating Account Base Rate and the Floating Account Floating Rate, subject to a Rate Cap.

The Floating Account Base Rate for the initial Guarantee Period is shown in the Contract Data Page of Your Annuity. After each Guarantee Period, We will declare a renewal interest rate that will be applicable during that respective Guarantee Period. The Floating Account Base Rate We declare for any given Guarantee Period will never be less than the Guaranteed Minimum Floating Base Rate.

The Floating Account Floating Rate is re-set each Contract Anniversary during the Guarantee Period. The Floating Account Floating Rate is equal to the lesser of the Effective Federal Funds Rate on the Contract Anniversary and the Floating Account Rate Cap (Cap Rate), but it will never be less than zero.

Interest is credited to the Floating Account daily.



## ANNUITY CONTRACT DISCLOSURE SUMMARY

### Fixed Account and Floating Account Interest Examples

**Assumptions:** The Initial Guarantee Period is 5 years and Your Initial Premium of \$50,000 is allocated 20% to the Fixed Account and 80% to the Floating Account.

The Fixed Account Interest Rate is 2.75% and is guaranteed for all 5 years of the Guarantee Period.

The Floating Account Base Rate is 1.10% and is guaranteed for all 5 years of the Guarantee Period.

The initial Floating Account Floating Rate is 1.15% and is guaranteed for only the first year of the Guarantee Period.

The Floating Account Floating Rate changes hypothetically each year as shown below

Contract Year	Fixed Account		Floating Account				Total
	Interest Rate	Account Value	Base Rate	Floating Rate *	Total Rate	Account Value	Accumulation Value
Initial		10,000.00				40,000.00	50,000.00
1	2.75%	10,275.00	1.10%	1.15%	2.25%	40,900.00	51,175.00
2	2.75%	10,557.56	1.10%	1.65%	2.75%	42,024.75	52,582.31
3	2.75%	10,847.90	1.10%	2.15%	3.25%	43,390.55	54,238.45
4	2.75%	11,146.21	1.10%	1.40%	2.50%	44,475.32	55,621.53
5	2.75%	11,452.73	1.10%	1.90%	3.00%	45,809.58	57,262.31
	Annual Effective Rate = 2.75%		Annual Effective Rate = 2.75%				

\* Hypothetical Floating Rates for demonstration only.

The Floating Rate may change each Contract Year, but will never be more than the Cap Rate nor less than zero.

### Surrenders and Withdrawals

You may withdraw amounts from Your Annuity by making a Full Surrender or Partial Surrenders. You may not withdraw an amount that leaves less than the Minimum Contract Value. In that case, if You wish to proceed, We will pay out all the value in Your Annuity and treat the withdrawal as a Full Surrender. The Minimum Contract Value is shown in the Contract Data Pages of Your Annuity.

**Full Surrenders** – If You make a Full Surrender prior to the end of the Guarantee Period it will be subject to MVAs, Surrender Charges, and any taxes applicable, except for the situations listed below.

**Partial Surrenders** – If You make a Partial Surrender prior to the end of the Guarantee Period it will be subject to MVAs, Surrender Charges, and any taxes applicable, except for the situations listed below. There are minimums for Partial Surrenders. The Minimum Partial Surrender amount is shown in the Contract Data Pages of Your Annuity. The Minimum Partial Surrender amount is the smallest amount You may withdraw from Your Annuity.

**Free Partial Surrenders** (optional rider) – A Penalty-Free Partial Withdrawal Rider (FPWR) may be attached to Your Annuity. The FPWR specifies the amount of a Full or Partial Surrender that may be withdrawn without incurring Surrender Charges or an MVA. See section FPWR below and consult Your Rider for additional information.

**Systematic Withdrawals** – You can request that We make automatic, repeating Partial Surrenders on a monthly, quarterly, semi-annual or annual basis. The amount of the Accumulation Value affected by the Systematic Withdrawal and the amount of the actual payout will be subject to the Partial Surrender, Surrender Charge and MVA provisions of Your Annuity.

**Terminal Illness or Confinement in a Hospital or Long-Term Care Facility – Full or Partial Surrenders** – If You, or the Joint Owner if there is one, have a Terminal Illness or are Confined in a Hospital or Long-Term Care Facility, which condition began after Your Annuity Contract Date, and You make a written request to Us for this benefit within 180 days after such Terminal Illness or Confinement in a Hospital or Long-Term Care Facility, You may make a Full or Partial Surrender without incurring a Surrender Charge or Market Value Adjustment. You must submit a Request to Us to be eligible for this benefit. You also must provide a statement from a Qualified Physician that confirms that You, or the Joint Owner if there is one, have a Terminal Illness or are Confined in a Hospital or Long-Term Care Facility. Your Annuity defines Terminal Illness, Confinement in a Hospital or Long-Term Care Facility, Qualified Physician, and includes other requirements to qualify for this option.



## ANNUITY CONTRACT DISCLOSURE SUMMARY

**Surrender Charges** – Surrender Charges will apply during each Guarantee Period. The amount of the charge is determined by the amount of time that has elapsed since the beginning of the then current Guarantee Period. Surrender charges are assessed upon a Full Surrender or Partial Surrender of Your Annuity, after deducting the amount of any Free Partial Surrender that may apply. The MVA is not considered when determining the amount of Surrender Charges. Surrender Charges are equal to a percentage multiplied by the Accumulation Value being surrendered according to the schedule here:

The Surrender Charge Schedule for Your Annuity is shown below:

Year of Current Guarantee Period:	1	2	3	4	5	6	7	8	9	10	thereafter
Surrender Charge Percentage:	9.00%	8.00%	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%	0.50%	0%

**Market Value Adjustment (MVA)** – An MVA is an adjustment that increases or decreases the amount of a Full or Partial Surrender prior to the end of the Guarantee Period. The adjustment depends on whether interest rates, based on the index We use to determine it, have risen, stayed the same or fallen since You began the current Guarantee Period. Basically, if interest rates have stayed the same or risen since the beginning of the Guarantee Period, the MVA can reduce the amount of the surrender or withdrawal, down to a specified minimum. If interest rates have fallen, the MVA can increase the amount of the surrender or withdrawal, up to a specified maximum. If You make a Full Surrender of Your Annuity, the MVA will never cause the surrender or withdrawal amount to be less than the contract's Guaranteed Minimum Surrender Value.

### The formula for the Market Value Adjustment Factor

The Market Value Adjustment Factor =  $1 - [(1 + I) / (1 + J)]^{(N/12)}$  where:

I = Initial MVA Reference Rate on the Contract Date

J = MVA Reference Rate on the last Business Day before the date of Surrender

N = the Number of full months remaining from the date of Surrender until the end of the Guarantee Period

The MVA Reference Rate is the US Treasury Constant Maturity yield rate for the maturity matching the duration of the Guarantee Period. If a US Treasury Constant Maturity yield is not published for a time to maturity that matches the duration of the current Guarantee Period, then the yield for the next higher duration that is published will be used. The MVA is limited such that the MVA cannot increase or decrease the Accumulation Value surrendered by more than the excess, if any, of the Accumulation Value less any applicable Surrender Charges on the date of surrender less the Guaranteed Minimum Cash Surrender Value.

**Tax Consequences** - Full Surrenders or Partial Surrenders (Withdrawals) may be subject to State or Federal tax and/or tax penalties in addition to any charges imposed under the contract.

### The formula to determine the net cash received on a Full or Partial Surrender.

Gross Withdrawal = Reduction in Accumulation Value

Net Withdrawal = Gross Withdrawal +/- MVA – SC – Taxes

MVA = (Gross Withdrawal – Free Partial Surrender) \* MVA factor

Surrender Charge (SC) = (Gross Withdrawal – Free Partial Surrender) \* SC rate

### Sample Surrender Calculations.

Your Contract Date is 4/1/2019 and Your Initial Premium is \$60,000

The Initial MVA Reference Rate on Your Contract Date is 2.00%

The Penalty-Free Partial Withdrawal Rider is NOT purchased with Your Annuity

On 4/1/2022, at the beginning of the 4<sup>th</sup> Contract Year:

- You want to make a Gross Withdrawal (Partial Surrender) of \$10,000
- Your Accumulated Value is \$64,613.44
- Your Guaranteed Minimum Cash Surrender Value is \$54,090.80
- Your Surrender Charge Rate is 6.00%
- You have 24 months (2 full years) remaining in Your Guarantee Period





## ANNUITY CONTRACT DISCLOSURE SUMMARY

### Upward Market Movement

Assume that the MVA Reference Rate on 4/1/2022 has decreased to 1.50%

The MVA Factor is  $-0.009876 = 1 - [(1 + 2.00\%) / (1 + 1.50\%)]^2$

The MVA on Your Gross Withdrawal is  $-\$98.76 = -0.009876 * \$10,000.00$

The SC on Your Gross Withdrawal is  $\$600.00 = 6.00\% * \$10,000.00$

Assume Your Taxes are \$0

Your Net Withdrawal (cash received) is  $\$9,498.76 = \$10,000.00 - (-\$98.76) - \$600.00 - \$0$

### Downward Market Movement

Assume that the MVA Reference Rate on 4/1/2022 has increased to 2.50%

The MVA Factor is  $0.009732 = 1 - [(1 + 2.00\%) / (1 + 2.50\%)]^2$

The MVA on Your Gross Withdrawal is  $\$97.32 = 0.009732 * \$10,000.00$

The SC on Your Gross Withdrawal is  $\$600.00 = 6.00\% * \$10,000.00$

Assume Your Taxes are \$0

Your Net Withdrawal (cash received) is  $\$9,302.68 = \$10,000.00 - \$97.32 - \$600.00 - \$0$

Surrender charges and/or Market Value Adjustments may not apply to certain features. Please refer to Your Annuity and tax advisor for full details. Partial Surrenders and Withdrawals are the same.

## Annuitization – Annuity Payout Feature

**Annuitization or Annuity Payout Options** – You may apply the Cash Surrender Value of Your Annuity to pay a stream of payments to the Annuitant by choosing one of the Annuity Payout Options listed below. If this is done during a Window Period, the full Accumulation Value of Your Annuity will be applied to the Annuity Payout Option selected, without applying Surrender Charges or MVA; taxes may still apply.

### **Annuity Payout Options**

- (1) Period Certain Payments – equal payment for a fixed period of not less than 10 years or more than 30 years, as You may select.
- (2) Lifetime Income – equal payment will be made during the life of the Annuitant only (with no minimum guaranteed period).
- (3) Life Income with Guaranteed Period - equal payments will be made during the life of the Annuitant with a guaranteed period of 10, 15, 20, 25 or 30 years, as You may select.
- (4) Joint and Survivor Lifetime Income - equal payments will be made for the greater of the life of the Annuitant or the life of the Joint Annuitant only (with no minimum guaranteed period).
- (5) Joint and Survivor Lifetime Income with Guaranteed Period - equal payments will be made for the greater of the life of the Annuitant or the life of the Joint Annuitant with a guaranteed period of 10, 15, 20, 25 or 30 years, as You may select.
- (6) Any other option offered by us.

You may choose to have the Annuitant begin receiving an Annuity Payout Option any time before the Maturity Date of Your Annuity. The Maturity Date is shown in the Contract Data Pages of Your Annuity. Once an Annuity Payout Option is in effect, the Annuitant will then start to get income from Your Annuity according to the Annuity Payout Option You choose. If no Annuity Payout Option has been selected prior to the Maturity Date, payments will begin on the Maturity Date under the Life Income with Guaranteed Period option, providing payments guaranteed for 10 years and life thereafter.

You can select the frequency of the Annuity Payout Option. The frequencies include monthly, quarterly, semi-annually, and annually. However, the amount of a payment under an Annuity Payout Option may not be less than the Minimum Annuity Payment, which is shown in the Contract Data Pages of Your Annuity.

If You die *before* an Annuity Option becomes effective or payments have begun under an Annuity Payout Option, We will provide the Death Benefit available under Your Annuity.

If the Annuitant dies after an Annuity Option becomes effective or payments have begun under an Annuity Payout Option, We will continue to pay any benefits as provided under the option selected. Your Annuity provides additional details as to what happens in this



## ANNUITY CONTRACT DISCLOSURE SUMMARY

situation. It will depend primarily on whether the Annuity Option has a Guaranteed Period and whether it was a Joint and Survivor type of Annuity Payout.

**IMPORTANT: If You select the Lifetime Income or Joint and Survivor Lifetime Annuity option, the annuity payouts stop when You (or Joint Annuitant, if applicable) die.**

For tax qualified contracts, any period certain or life with Guaranteed Period selected cannot exceed the annuitant's life expectancy.

Once you start to receive Your annuity income payments, You cannot surrender Your Annuity.

Read the Annuity Options section of Your Annuity Contract for full details and restrictions.

### Death Benefits Prior to Annuitization

**Death Benefit** – A death benefit will be provided to the beneficiaries under Your Annuity upon the Death of the Owner prior to the Maturity Date. If the Owner is not a natural person, the death of the Annuitant will be treated as the Death of the Owner. The death benefit is the Accumulation Value after the Death of the Owner at the time of payment, and includes any interest accrued. It is not subject to a Surrender Charge or an MVA.

### Taxes

**Tax on amount Paid into Your Annuity** – The amount You pay into Your Annuity will be reduced by any State premium tax due on it to determine the initial Accumulation Value in Your Annuity.

**Tax Treatment of amount taken out of Your Annuity** – When You make any Partial Surrender (including Systematic Withdrawals) or a Full Surrender under the annuity, You may be subject to Federal income tax on the amount withdrawn. The payout of an Annuity Payout Option will also be subject to Federal and State Income taxes. Under Federal Income tax law, withdrawals are treated as taken first from interest earnings. In addition, You may be subject to a 10% Federal penalty tax on any amount withdrawn if You make withdrawals or surrender the annuity before age 59 1/2, unless another statutory exemption applies. If this is a tax qualified annuity, all withdrawals and surrenders may be taxable.

Please consult Your tax advisor as to the tax impact of any withdrawal or surrender or payout on Your own situation.

### Other Matters You Should Be Aware of Concerning the Annuity

**Purchasing Your Annuity as a Tax Qualified Product** – If You are purchasing Your Annuity for use in an IRA or other qualified plan, You should consider other features of the annuity besides tax deferral as reasons for it being appropriate for Your needs, because IRAs and qualified plans already receive tax-deferred treatment under the IRS Code.

**Advice** – Neither GILICO nor its agents or representatives give legal, tax or accounting advice. Please consult an attorney or independent tax advisor as to the applicability of this information to Your own situation.

**Replacing another Annuity** – If this annuity is replacing an existing annuity, it is important that You compare the two, taking into account whatever surrender charges You may incur on the surrender of Your existing annuity and Your need to access Your funds. For information about Your existing annuity, contact the company that issued that annuity.

**Premium Taxes** – We deduct premium taxes, if applicable, imposed on us by a Federal, State, local, or other government agency. Some states collect these taxes on premium payments; others collect such taxes at the time of annuitization. Since We pay premium taxes when they are required by applicable law, We may deduct them from Your Annuity when We pay such taxes, upon premium payment, or on the commencement of an Annuity Payout Option. The premium tax rate varies by State or municipality, and currently ranges from 0 - 3.5%.

**Reports** – We will provide You with a report that shows the value in Your Annuity at least once each Contract Year.

**Agent Compensation** – The agent (producer) is appointed to represent GILICO and to provide services to You on Our behalf. The agent will earn a commission for each annuity contract sold. The actual percentage or amount of compensation paid to the agent will vary based on specific circumstances.

**Changes to the annuity** – We may change Your Annuity from time to time to comply with Federal or State laws and regulations. If we do so, We will notify You in writing.



ANNUITY CONTRACT DISCLOSURE SUMMARY

**Deferment of a withdrawal or payout from Your Annuity** – We may delay payment of Your Surrender requests, withdrawals or Annuity Payouts for up to 6 months with prior approval from Your State's insurance department, if required.

**State Requirements** - State insurance laws and regulations apply to us in every State and jurisdiction in which this annuity Contract is sold. Depending upon the State where You purchase Your Annuity, some terms and conditions of Your Annuity may vary from the descriptions in this Contract Disclosure Summary.

## Penalty-Free Partial Withdrawal Rider (FPWR)

Your Annuity may be issued with a Penalty-Free Partial Withdrawal Rider (FPWR). If Your Annuity contains an FPWR, that fact will be stated in the Contract Data Pages of Your Annuity. The operation and provisions of the Penalty-Free Withdrawal Rider will be stated in the FPWR attached to Your Annuity.

**Free Interest Withdrawals in the First Contract Year** – During the first Contract Year only, an amount equal to the interest credited to Your Annuity may be taken without incurring any Surrender Charges, or an MVA.

**Free Partial Withdrawals after the First Contract Year** – After the first Contract Year, a Penalty-Free Partial Withdrawal of up to the amount of the Maximum Free Partial Surrender Amount may be taken each Contract Year without incurring any Surrender Charges, or an MVA. The amount of the Maximum Free Partial Surrender Amount is the Maximum Free Partial Surrender Percentage *times* the Accumulation Value of Your Annuity as of the Contract Anniversary immediately prior to the date of surrender. The Maximum Free Partial Surrender Percentage for Your Annuity is listed in the Contract Data Pages of Your FPWR.

Example:

Your Contract Date is 4/1/2019, Your Initial Premium is \$50,000, and Your interest rate is 2.00%. This means the Free Interest Withdrawal available at the end of the first Contract Year (on 3/31/2020) is:

$$\$50,000 \times 2\% = \$1,000$$

You choose to withdraw the \$1,000. This amount is withdrawn without incurring any Surrender Charges or MVA.

Your Accumulation Value as of 4/1/2020 is then \$50,000, and Your Maximum Free Partial Surrender Percentage is 10.00%. This means the Maximum Free Partial Surrender Amount for Your Annuity during that Contract Year is:

$$\$50,000 \times 10\% = \$5,000.$$

This means that You can take up to \$5,000 during the Contract Year that runs from 4/1/2020 to 3/31/2021, without incurring any Surrender Charges or MVA.

If you make a Full or Partial Surrender during any Contract Year, the amount of Free Interest Withdrawal or Free Partial Withdrawal available during the relevant Contract Year will be subtracted first before determining the MVA, and the same will be done before determining any applicable Surrender Charges.

**Required Minimum Distribution** – Any amount withdrawn from Your Annuity as a Required Minimum Distribution will not incur a Surrender charge or a Market Value Adjustment. This option is available only if Your Annuity is a Qualified Annuity, such as an Individual Retirement Annuity (IRA) or Roth Individual Retirement Annuity (Roth IRA).





ANNUITY CONTRACT DISCLOSURE SUMMARY

**Acknowledgment Statements**

**Applicant/Owner Statement**

- I (We) acknowledge that this document has been read to me (us), or that I (We) have read this document, and I (We) fully understand the information contained in this document.
- I (We) have been provided a copy of this Contract Disclosure Summary.
- I (We) have received a copy of the NAIC Buyer's Guide for Deferred Annuities.
- I (We) understand that the Fixed Deferred Annuity (the "Annuity") is a long-term contract with penalties for withdrawals and early surrender.
- I (We) understand that the amount that I (We) may get out of the Annuity may be less than I (we) put into it.
- I (We) understand that the Annuity is not FDIC, NCUA or NCUSIF insured, is not guaranteed by any Bank or Credit Union, is not a deposit, nor insured by any Federal Government Agency.
- I (We) acknowledge that the Annuity meets my current financial needs and objectives and is suitable for me.

\_\_\_\_\_  
Owner (applicant) Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Owner Signature, if applicable

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Date

**Agent Statement:**

By signing, I certify that:

- (1) I have reviewed this document with the applicant(s);
- (2) I have provided the Applicant/Owner a copy of this document;
- (3) I have provided the Applicant/Owner a copy of the NAIC Buyer's Guide for Deferred Annuities.
- (4) I have provided the Applicant/Owner a copy of any sales materials, illustrations, or proposals used in connection with the Applicant/Owner's decision to apply for the Annuity.
- (5) I have made no statements to the Applicant/Owner that differ in any significant manner from this document;
- (6) I have made no promises or guarantees to the Applicant/Owner about the future value of any non-guaranteed elements of the Annuity; and
- (7) I have verified the identity of the Applicant(s)/Owners.

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

\_\_\_\_\_  
Print Name of Agent

\_\_\_\_\_  
Date



# GUARANTY

INCOME LIFE INSURANCE COMPANY

Request for **NON-QUALIFIED**  
Fund Transfer / 1035 Exchange

Please print or type

## A. SURRENDERING COMPANY INFORMATION

Current Trustee, Custodian, or Insurance Company ("Surrendering Entity")

Insured/Annuitant/Depositor

Street

Owner(s)

City

State

Zip

Owner's Social Security Number

Current Account Number(s)

Owner's Date of Birth (Month/Day/Year)

## B. DISTRIBUTION INSTRUCTIONS (Not all companies will process a partial account transfer under Sect. 1035 of the Internal Rev. Code)

- ☐ All Effective: ☐ Immediately To: ☐ New Policy  
☐ Partial \$ \_\_\_\_\_ ☐ Upon the Maturity Date of \_\_\_\_\_ ☐ Existing Policy # \_\_\_\_\_

## C. TYPE OF TRANSFER (Current plan type)

☐ FUND TRANSFER

☐ 1035 EXCHANGE

## D. TYPE OF ACCOUNT BEING TRANSFERRED

- ☐ Life Insurance ☐ Annuity ☐ Bank CD  
☐ Mutual Fund (name) \_\_\_\_\_  
☐ Other (please specify) \_\_\_\_\_

## E. AUTHORIZATION AND ABSOLUTE ASSIGNMENT TO EFFECT A 1035 EXCHANGE (if Fund Transfer disregard Section E)

- This assignment and exchange authorization is subject to acceptance by Guaranty Income Life Insurance Company ("GILICO", or the "Company"), and is not effective until so accepted. The sole purpose of this authorization is to affect a tax-free exchange under Section 1035(a) of the Internal Revenue Code.
- I (we) understand that GILICO is authorized to surrender the life policy or annuity contract identified in Section D above (the "Old Contract") for its full value or the amount of value listed above in Section B above (the "Exchange Value"), and to apply those proceeds as a premium payment for a new or existing policy or contract issued by GILICO as listed in Section B. above (the "Receiving Contract"). I (we) authorize the Surrendering Entity to send such proceeds directly to GILICO. I (we) understand that fees and surrender charges may apply to the Old Contract in obtaining the Exchange Value from it.
- Under this authorization, I (we) fully assign and transfer all claims, options, privileges, title and interest (the "rights") to either all Old Contract if all the value of the Old Contract is to be transferred, or all such Rights necessary for GILICO to surrender and receive an amount from the Old Contract equal to the Exchange Value. All of the powers, elections, appointments, options and rights I (we) have as owner of the Old Contract, including the right to surrender, are now exercisable by GILICO to the extent necessary for it to receive the Exchange Value from the Old Contract. Simultaneously, I (we) designate GILICO the beneficiary under the Old Contract to the extent of the Exchange Value.
- Currently, other than the "owner" listed above, no person, firm or corporation other than myself (ourselves) and the Surrendering Entity has an interest in the Old Contract; and currently no proceedings in insolvency or bankruptcy or of an equitable or legal nature have been instituted by or against me (us).
- GILICO is not liable for changes in value that may occur in the Old Contract before GILICO receives the proceeds of that contract. Prior to the date of receipt of such proceeds by GILICO in good order, no value will accrue or be earned on the New Contract.
- In accordance with Federal tax law, I (we) direct and authorize the Surrendering Entity to furnish a statement to GILICO and to the former contract holder of the cost basis in the Old Contract. I (we) authorize GILICO to rely upon the cost basis information provided by the Surrendering Entity, but agree that GILICO will assume no responsibility for determining or verifying the cost basis. If cost basis information is not provided, I (we) acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred.
- I (we) acknowledge that: (1) GILICO provides this form and participates in this transaction as an accommodation to me (us); (2) GILICO does not give tax or legal advice on the tax consequences for replacing one contract for another, and (3) GILICO has and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this transaction under IRC Section 1035(a) or other laws or regulations.

## F. THE CONTRACT (Applicable for the Total Transfer of Annuity and Life Insurance Policies Only)

☐ ENCLOSED

☐ LOST/DESTROYED – I hereby declare under penalty of perjury that the above numbered contract has been lost or destroyed; that it has not been delivered to any person having any right, title or interest in it.

## G. SIGNATURES – Under penalties of perjury, I (We) certify the taxpayer ID numbers shown on this form are correct.

Please liquidate and transfer the proceeds identified above and make the check payable to Guaranty Income Life Insurance Company for the benefit of the above referenced Owner.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

X

Signature of Policyowner(s) (Assignor)

X

Signature of Witness

Signature of Policyowner's Spouse (if Community Property State)

## H. ACCEPTANCE (To be completed by the Home Office)

This is to certify that the above individual has established a: ☐ Life Insurance Policy ☐ Non-Qualified Annuity

Guaranty Income Life Insurance Company will accept the transfer and will assume full responsibility as trustee for the funds described above. Please withdraw and transfer on a fiduciary to fiduciary basis, all or part of the account/policy as instructed above. It is the Owner's intention that this payment shall not constitute actual or constructive receipt to them for income tax purposes. Please return a copy of this form with your check made payable to Guaranty Income Life Insurance Company and forward payment to the address above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Authorized Signature/Title

## I. COST BASIS REQUESTED

In accordance with the Tax Equity and Fiscal Responsibility Act of 1982, please complete the attached request for cost basis to the assignee.



# GUARANTY

INCOME LIFE INSURANCE COMPANY

## Request for **QUALIFIED** Fund Transfer / Rollover

Please print or type

### A. SURRENDERING COMPANY INFORMATION

Current Trustee, Custodian, or Insurance Company ("Surrendering Entity")

Insured/Annuitant/Depositor

Street

Owner(s)

City

State

Zip

Owner's Social Security Number

Current Account Number(s)

Owner's Date of Birth (Month/Day/Year)

### B. DISTRIBUTION INSTRUCTIONS

☐ All **Effective:** ☐ Immediately To: ☐ New Policy  
☐ Partial \$ ☐ Upon the Maturity Date of ☐ Existing Policy #

### C. TYPE OF TRANSFER/ROLLOVER (Current plan type)

☐ IRA ☐ SEP (will be issued as an IRA)  
☐ Roth ☐ TSA 403(b) Direct Transfer from my current TSA 403(b) pursuant to the requirements of Rev. Rule 90-24. (will be issued as an IRA)  
☐ Other (please specify)

### D. TYPE OF EXISTING ACCOUNT

☐ Annuity ☐ Bank CD  
☐ Mutual Fund (name)  
☐ Other (please specify)

### E. RETIREMENT PLAN TO AN IRA (to be completed only if rolling a retirement plan to an IRA)

Reason for Eligibility (check one) ☐ Plan termination ☐ Disability ☐ Over age 59½  
☐ Death ☐ Divorce ☐ Separation from Service

Due to the possible tax consequences of making a direct rollover of funds or property to an IRA, I have been advised to see a professional tax advisor. All information provided by me is true and correct and may be relied on by the Surrendering Entity and Guaranty Income Life Insurance Company ("GILICO"). I hereby certify that I am making an irrevocable election to treat the transaction as a direct rollover. I assume full responsibility for this direct rollover transaction and will not hold the Surrendering Entity or GILICO liable for any adverse tax consequences that may result.

### F. REQUIRED MINIMUM DISTRIBUTION FOR IRA, TSA, AND QUALIFIED PLANS

A. Have you reached age 70½ or older in this calendar year? ☐ YES ☐ NO

B. Have you satisfied your required minimum distribution from the distributing plan? ☐ YES ☐ NO

\*\*\*IF THE ANSWER TO A IS NO, DISREGARD B - F / IF THE ANSWER TO A IS YES AND B IS NO, COMPLETE C - F\*\*\*

C. I direct the present custodian/trustee/insurer to: (select one of the following)

- ☐ Distribute my Required Minimum Distribution to me before transferring my IRA funds;  
☐ Retain my Required Minimum Distribution amount until such time that such amount is required to be distributed;  
☐ Transfer the entire amount as the current Required Minimum Distribution is scheduled to be made/has been made from another IRA account.

D. What is the date of birth of your oldest primary beneficiary under the distributing plan? \_\_\_\_\_

E. Is your designated primary beneficiary your spouse? ☐ YES ☐ NO

F. I elect to have my life expectancy ☐ recalculated ☐ not recalculated annually.

(Current law does not allow you to change your life expectancy election after your Required Beginning Date)

### G. THE CONTRACT (Applicable for the Total Transfer of Annuity and Life Insurance Policies Only)

☐ ENCLOSED

☐ LOST/DESTROYED – I hereby declare under penalty of perjury that the above numbered contract has been lost or destroyed; that it has not been delivered to any person having any right, title or interest in it.

### H. SIGNATURES – Under penalties of perjury, I (We) certify the taxpayer ID numbers shown on this form are correct.

Please liquidate and transfer the proceeds identified above and make the check payable to Guaranty Income Life Insurance Company for the benefit of the above referenced Owner.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

X

Signature of Policyowner (Assignor)

X

Signature of Witness

Signature of Policyowner's Spouse (if Community Property State)

### I. ACCEPTANCE (To be completed by the Home Office)

This is to certify that the above individual has established a(n): ☐ IRA Annuity ☐ Roth IRA Annuity

Guaranty Income Life Insurance Company ("GILICO") will accept the transfer and will assume full responsibility as trustee/custodian for the funds described above. Please withdraw and transfer on a fiduciary to fiduciary basis, all or part of the account/policy as instructed above. It is the Owner's intention that this payment shall not constitute actual or constructive receipt to them for income tax purposes. Please return a copy of this form with your check made payable to Guaranty Income Life Insurance Company.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Authorized Signature / Title

### J. COST BASIS REQUESTED (After-tax contributions)

In accordance with the Tax Equity and Fiscal Responsibility Act of 1982, please provide cost basis information if applicable.

GI573 (10/2017) Roll Transfer

P O Box 758583, Topeka, KS 66675-8583  
Toll free 833.444.5426 • Fax 785.228.4505 • www.gilico.com



# GUARANTY

## INCOME LIFE INSURANCE COMPANY

### IMPORTANT NOTICE

### REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

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

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

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

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy or contract and may reduce the amount paid upon the death of the insured. We want you to understand the effects of replacement before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? Yes ☐ No ☐
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? Yes ☐ No ☐

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing.

Name of the Insurer	Insured or Annuitant	Contract or Policy #	Replaced (R) or Financing (F)

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because: \_\_\_\_\_

Estimated Surrender Charge: Percentage \_\_\_\_\_ % Dollar Amount \_\_\_\_\_

NOTE: This document must be signed by the owner and the agent, if there is one, and a copy left with the owner.

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

Owner's Signature \_\_\_\_\_ Owner's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Agent's Signature \_\_\_\_\_ Agent's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

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



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

#### **PREMIUMS:**

Are they affordable?

Could they change?

You're older – are premiums higher for the proposed new policy?

How long will you have to pay premiums on the new policy? On the old policy?

#### **POLICY VALUES:**

New policies usually take longer to build cash values and to pay dividends.

Acquisition costs for the old policy may have been paid; you will incur costs for the new one.

What surrender charges do the policies have?

What expense and sales charges will you pay on the new policy?

Does the new policy provide more insurance coverage?

#### **INSURABILITY:**

If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.

You may need a medical exam for a new policy.

Claims on most new policies for up to the first two years can be denied based on inaccurate statements.

Suicide limitations may begin anew on the new coverage.

#### **IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:**

How are premiums for both policies being paid?

How will the premiums on your existing policy be affected?

Will a loan be deducted from death benefits?

What values from the old policy are being used to pay premiums?

#### **IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:**

Will you pay surrender charges on your old contract?

What are the interest rate guarantees for the new contract?

Have you compared the contract charges or other policy expenses?

#### **OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:**

What are the tax consequences of buying the new policy?

Is this a tax free exchange? (See your tax advisor.)

Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?

Will the existing insurer be willing to modify the old policy?

How does the quality and financial stability of the new company compare with your existing company?



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.