



New Business Instructions

To ensure business is submitted properly, please use the following checklist as a guide.

- ☐ Application
 - A Guarantee Period must be selected
 - Must be signed by all owners
 - Must be signed by selling agent
- ☐ Delivery of Buyer's Guide, if applicable
 - Must be delivered at or before time of application
- ☐ Replacement Form
 - Complete the necessary Form A or state-specific replacement form, based on the requirements of the state in which the application is signed.
- ☐ Transfer Forms
 - If the owner is transferring funds from another company to purchase this annuity, please complete the Qualified Transfer/1035 Exchange Form.
Note: To complete a transfer/1035 exchange, the Owner(s)/Annuitant(s) on the existing contract must be identical to the new contract.
- ☐ Disclosure Statement
 - Must be signed by all owners
 - Must be signed by selling agent
- ☐ Make check payable to: Delaware Life Insurance Company
 - Please ensure that the owner's name is referenced on the check
- ☐ Mail application and forms, together with the check or transfer form to:

Regular Mail: Delaware Life P.O. Box 758580 Topeka, KS 66675-8580	Overnight address: Delaware Life Mail Zone 581 5801 SW 6th Avenue Topeka, KS 66636
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- ☐ Certain account registrations may require additional forms to be completed by your client. Please contact our customer service center at 877-253-2323 with any questions.
- ☐ Keep a copy of the documents for your files.



Application

Individual Single Premium Deferred Annuity (SPDA)

A PRODUCT SELECTION (select one)

Product

Pinnacle MYGASM

Choices

☒

3-Year

☐

5-Year

☐

7-Year

☐

10-Year

B OWNER

Owner Information

(If trust, include Trust Certification Form)

1. COMPLETE NAME (FIRST-MIDDLE-LAST)

John T. Smith

2. RESIDENTIAL ADDRESS (NO PO BOX)

123 Bond Street

CITY

Anywhere

STATE

NC

ZIP CODE

55555

3. SOCIAL SECURITY NUMBER OR TIN

111-11-1111

4. SEX (NON-NATURAL
OWNER LEAVE BLANK)☒

MALE

☐

FEMALE

5. DATE OF BIRTH OR TRUST DATE

01 / 01 / 1941

6. PHONE NUMBER

(555) 456-5555

Joint Owner Information

(Not available for Individual Retirement Annuities)

7. COMPLETE NAME (FIRST-MIDDLE-LAST)

Mary S. Smith

8. RESIDENTIAL ADDRESS (NO PO BOX)

123 Bond Street

CITY

Anywhere

STATE

NC

ZIP CODE

55555

9. SOCIAL SECURITY NUMBER OR TIN

222-22-2222

10. SEX (NON-NATURAL
OWNER LEAVE BLANK)☐

MALE

☒

FEMALE

11. DATE OF BIRTH OR TRUST DATE

02 / 02 / 1942

12. PHONE NUMBER

(555) 456-5555

C ANNUITANT

Annuitant Information

(Complete only if Annuitant is different from Owner)

1. COMPLETE NAME (FIRST-MIDDLE-LAST)

John T. Smith (Don't leave this section Blank if Jt Owners)

2. RESIDENTIAL ADDRESS (NO PO BOX)

123 Bond Street

CITY

Anywhere

STATE

NC

ZIP CODE

55555

3. SOCIAL SECURITY NUMBER

111-11-1111

4. SEX

☒

MALE

☐

FEMALE

5. DATE OF BIRTH

01 / 01 / 1941

6. PHONE NUMBER

(555) 456-5555

Joint Annuitant Information

(Not available for Individual Retirement Annuities)

7. COMPLETE NAME (FIRST-MIDDLE-LAST)

N/A (input n/a if you have joint owners for this section)

8. RESIDENTIAL ADDRESS (NO PO BOX)

Assumes if left blank to bring Jt owners as Jt Annuitants

CITY

STATE

ZIP CODE

9. SOCIAL SECURITY NUMBER

10. SEX

☐

MALE

☐

FEMALE

11. DATE OF BIRTH

/ /

12. PHONE NUMBER

D TAX QUALIFICATION**Plan Type (check one)**

☒ Non-Qualified ☐ Traditional IRA ☐ Roth IRA
☐ SEP IRA

Please complete if applicable

If Traditional IRA Contribution – Tax Year _____

If Roth IRA Contribution – Tax Year _____

If Roth IRA – Inception Date _____

E PREMIUM AMOUNT

Source	Amount
Check with Application	\$ 50,000.00
Estimated 1035 Exchange Amount	\$
Estimated Qualified Transfer / Rollover Amount	\$
Estimated Non-Qualified Amount (i.e. liquidation of mutual fund, money market)	\$

F BENEFICIARIES (If Spousal Joint Ownership, “surviving spouse” is normally listed as primary beneficiary)*Per stirpes designations not accepted.*

Primary Beneficiary Full Name	Date of Birth	Social Security Number or TIN	Relationship to Owner	Percentage
Surviving Spouse			Spouse	100%

Contingent Beneficiary Full Name	Date of Birth	Social Security Number or TIN	Relationship to Owner	Percentage
Meghan Baird	03/03/1963	333-33-3333	Daughter	34% Whole %'s only
Tyler Smith	04/04/1967	444-44-4444	Son	33%
Emily Smith	05/05/1972	555-55-5555	Daughter	33%

☐ Please check here if you are attaching additional Beneficiary information.

G EXISTING COVERAGES / REPLACEMENT

Please answer the following questions

a. Do you have any other life insurance policies or annuity contracts? ☒ Yes ☐ No

If "Yes," and required by your state, complete the necessary Replacement Notice.

b. Is the Contract applied for replacing or likely to replace any existing life insurance or annuity contracts? ☐ Yes ☒ No

If "Yes," and required by your state, complete the necessary Replacement Notice.

H CERTIFICATION REQUIRED BY THE INTERNAL REVENUE SERVICE AND SIGNATURE SECTION

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

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

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

I agree to all terms and conditions as shown, and have read and understand all the statements made above. I represent that all statements made in this application are true, to the best of my knowledge and belief. I understand that amounts payable under the Contract may be subject to a Market Value Adjustment.

I believe this to be a suitable purchase for my financial status. Any applicable Surrender Charge and Market Value Adjustment provisions have been explained to me.

SIGNED AT: CITY, STATE, ZIP

Anywhere, NC 55555

SIGNATURE OF OWNER

DATE

/ /

SIGNATURE OF JOINT OWNER (IF APPLICABLE)

DATE

/ /

I AGENT SIGNATURE(S)

1. Will this plan replace any existing life insurance or annuity? ☐ Yes ☒ No

If "Yes," please explain: _____

For any replacement, indicate the type of coverage proposed to be replaced:

☐ Term Life ☐ Whole Life ☐ Variable Life ☐ Fixed Annuity ☐ Variable Annuity ☐ Other _____

2. Advertising materials:

- I certify that I used only insurer-approved sales material with this Application and that an original or a copy of all sales material was left with the proposed owner.
- I certify that a printed copy of any electronically presented sales material was/will be presented to the proposed owner no later than the date the Contract is delivered.

3. I certify that this Application is in accordance with the Delaware Life Insurance Company's Business Guidelines with respect to the acceptability of replacements.

4. **By signing below, I hereby certify, to the best of my knowledge and belief, that all information in this application is true. I also certify that I have explained any applicable Surrender Charges, Early Withdrawal and Market Value Adjustment provisions contained in this Contract, and I certify that this annuity is suitable for the proposed owner, based upon the proposed owner's disclosure.**

If you haven't received your agent number please indicate "PENDING"

AGENT NAME (PRINT LEGIBLY) Joe Broker		EMAIL ADDRESS joe.broker@bank.com	
OFFICE PHONE NUMBER 555-654-5555	AGENT NUMBER 123456 or Pending if you have not received it		SPLIT % 100
AGENT NAME (PRINT LEGIBLY)		EMAIL ADDRESS	
OFFICE PHONE NUMBER	AGENT NUMBER		SPLIT %
SIGNATURE OF AGENT		DATE / /	
SIGNATURE OF AGENT (IF JOINT CASE)		DATE / /	

Fraud Notice: Any person, who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



Disclosure Statement

If you have any questions about this annuity, please contact your agent, broker, or advisor, or contact a company representative at (877) 253-2323.

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

You can use an annuity to save money for retirement and to receive retirement income for life. It is not meant to be used to meet short-term financial goals.

THE ANNUITY CONTRACT

How will the value of my annuity grow?

Your annuity earns tax-deferred interest at a guaranteed rate for the period you select, either 3, 5, 7, or 10 years. The guaranteed rate depends on the period you choose and on current interest rates. Interest is credited daily. The interest rate is the effective annual interest rate that will be credited when daily interest credits have been compounded for a full year. After your selected period ends, a new interest rate will be declared for each succeeding guaranteed interest rate period. The new interest rate will be greater than or equal to a minimum guaranteed interest rate, which is set at contract issue and effective for the life of your policy. Note that for contracts issued in Delaware and Florida, the guarantee interest rate period does not automatically renew at the end of the respective term. Please review with your financial advisor to see how this may affect you.

BENEFITS

How can I access money from my annuity?

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

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

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

Your choices include the following:

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

What happens after I die?

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

FEES, EXPENSES, AND OTHER CHARGES

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

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

Guaranteed Interest Rate Period	WITHDRAWAL AND SURRENDER CHARGES BY GUARANTEE PERIOD YEAR									
	1	2	3	4	5	6	7	8	9	10
3 Year	7%	6%	5%							
5 Year	7%	6%	5%	4%	3%					
7 Year	7%	6%	5%	4%	3%	2%	1%			
10 Year	7%	6%	5%	4%	3%	2%	1%	1%	1%	0.75%

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

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

I = The Guaranteed Interest Rate being credited to the Account Value;

J = The renewal Guaranteed Interest Rate currently offered for a duration equal to Your Guaranteed Interest Rate Period;

N = The number of complete months from the date of surrender or withdrawal to the end of Guaranteed Interest Rate Period divided by 12.

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

These examples use the following assumptions:

Contract issue date:	June 1, 2014
Guaranteed Interest Rate Period:	5 Year
Guaranteed Interest Rate:	4%
Withdrawal Date:	August 25, 2015

Withdrawal and Surrender Charges

For the examples below, we assume the amount withdrawn of \$16,000 is greater than the available free withdrawal amount of \$15,000. Surrender charge will be applied to the excess above the free amount (\$16,000 - \$15,000 = \$1,000). This charge is \$60, which is the \$1,000 in excess of the free amount multiplied by 6% (Withdrawal and Surrender Charge for year two that can be found on the chart above). In addition, the \$1,000 that is subject to surrender charges may also be assessed a positive or negative MVA depending on changes to interest rates. Several examples of that calculation assuming interest rates increase or decrease can be found below on Page 3.

continued on next page

Market Value Adjustment (MVA)**Example 1: Decreasing Interest Rates**

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

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

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

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

\$24.38 would be added to the amount withdrawn.

Example 2: Increasing Interest Rates

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

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

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

$\$1,000 \times -4.688\% = \-46.88

\$46.88 would be deducted from the amount withdrawn.

TAXES**How will payouts and withdrawals from my annuity be taxed?**

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

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

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

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

OTHER INFORMATION

What else do I need to know?

- This is a summary of the provisions of your annuity contract, but it is not a part of your contract. Please review your annuity contract for complete details and defined terms.
- The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other cost or penalties as a result of the sale or liquidation.
- You or your agent may wish to consult independent legal or financial advice before selling or liquidating any asset and prior to the purchase of any life insurance or annuity products being solicited, offered for sale, or sold (notice to Elders is a requirement in CA).
- We may change your annuity contract from time to time to conform to federal or state laws and regulations. If we do, we'll inform you about the changes in writing.
- We may pay the agent, broker, or firm for selling the annuity to you.
- Many states have laws that give you a set number of days to review an annuity contract after you buy it. If you decide during that time that you don't want it, you can return the annuity contract and receive all of your money back. Please refer to page 1 of your contract to learn about your "free look" period.
- Any illustrated values shown to you, other than guaranteed minimum values, are not guarantees, promises or warranties.

All contractual guarantees are backed by the claims-paying ability of Delaware Life Insurance Company, located at 96 Worcester Street, Wellesley Hills, MA 02481.

What should I know about the insurance company?

This annuity is issued by Delaware Life Insurance Company, a member of the Delaware Life group of companies.

Delaware Life

P.O. Box 758581
Topeka, KS 66675-8581
877-253-2323
www.delawarelife.com

SIGNATURES

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

PROPOSED OWNER NAME (PLEASE PRINT) John T. Smith	SIGNED AT (CITY, STATE) Anywhere, NC
PROPOSED OWNER SIGNATURE	DATE (MM/DD/YYYY) / /
PROPOSED JOINT OWNER NAME (PLEASE PRINT) Mary S Smith	SIGNED AT (CITY, STATE) Anywhere, NC
PROPOSED JOINT OWNER SIGNATURE	DATE (MM/DD/YYYY) / /

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

Producer's Certification: I certify that I have given the Owner(s) a signed copy of this Disclosure Statement. I have made no statements to the Applicant that differ in any significant manner from this Disclosure Statement, nor have I made any promises or guarantees about the future value of any nonguaranteed elements of this annuity contract.

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

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

DELAWARE LIFE AND ITS REPRESENTATIVES PROVIDE NO LEGAL OR TAX ADVICE TO ITS CONTRACT HOLDERS.

FOR LEGAL OR TAX ADVICE CONCERNING YOUR SPECIFIC SITUATION, YOU ARE ENCOURAGED TO CONSULT WITH YOUR ATTORNEY, ACCOUNTANT OR TAX ADVISOR.

NOT FDIC/NCUA INSURED	MAY LOSE VALUE	NO BANK/CREDIT UNION GUARANTEE	NOT A DEPOSIT	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
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IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

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

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

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

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

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

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

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, and the contract number if available) and whether each policy will be replaced or used as a source of financing:

INSURER NAME	CONTRACT OR POLICY #	INSURED	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:

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

<u>X</u>	<u>X</u>	<u>John T. Smith & Mary S. Smith</u>
Applicant's Signature	Date (mm/dd/yyyy)	Printed Name
_____	_____	<u>Joe Brooker</u>
Producer's Signature	Date (mm/dd/yyyy)	Printed Name

I do not want this notice read aloud to me. 2TS/MS (Applicants must initial only if they do not want the notice read aloud.)

Mail to: Delaware Life • PO Box 758581 • Topeka, KS 66675-0497
Service Center: 1-877-253-2323

www.delawarelife.com

Both owners must sign this form