

Pinnacle MYGA® A Multi-Year Guaranteed Annuity

# **New Business Instructions**

Issued by Delaware Life Insurance Company

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

Delaware Life Insurance Company is authorized to transact business in all states (except New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is a member of Group One Thousand One.

· Must be signed by selling agent



# **Application – Pinnacle MYGA®**

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

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

A Product Selection (	select one)					
Product Choi	ces					
Pinnacle MYGA®	3-Year	5-Year 7-	-Year 10-Year			
B Owner						
Owner Information (If trust, include Trust Certific	cation Form)		Joint Owner Informat (Not available for Ind		etirement Aı	nnuities)
Complete Name (First-Middle-Last)			Complete Name (First-Middle	e-Last)		
Residential Address (No PO Box)			Residential Address (No PO B	ox)		
City	State	Zip Code	City	S	State	Zip Code
Social Security Number or TIN	Gender Male	Female Entity	Social Security Number or TIN	Gender Male	[ Female	Date of Birth (mm/dd/year)
Date of Birth or Trust Date (mm/dd/year)	Phone Number		Phone Number		Relationship to C	Owner
C Annuitant						
Annuitant Information (Complete only if Annuitant i	s different fron	n Owner)	Joint Annuitant Infor (Not available for Ind		etirement Ar	nnuities)
Complete Name (First-Middle-Last)			Complete Name (First-Middle	e-Last)		
Residential Address (No PO Box)			Residential Address (No PO B	ox)		
City	State	Zip Code	City	S	State	Zip Code
Social Security Number	Gender Male	Female	Social Security Number		Gender Male	Female
Date of Birth (mm/dd/year)	Phone Number		Date of Birth (mm/dd/year)		Phone Number	r

lan Type (check one)	Г		_	ete if applicable		
	Traditional IRA	Roth IRA		A Contribution – T		
SEP IRA			If Roth IRA Cor	ntribution – Tax Yea	ar	
			If Roth IRA – Inc	ception Date		
E Premium Amoun	t					
Source			Amount			
Check with Application			\$			
Estimated 1035 Exchange /	Amount		\$			
Estimated Qualified Transf	fer / Rollover Amou	nt	\$			
Estimated Non-Qualified A		)	\$			
F Beneficiaries (If S	pousal Joint Owne	ership, "survivi	ng spouse" is no	rmally listed as pr	imary beneficia	ry)
D.:						
Primary Beneficiary	Address	Telephone	Date of Birth	Social Security	Relationship	Percentag
Full Name	Address	Telephone Number	Date of Birth	Social Security Number or TIN	Relationship to Owner	Percenta
	Address		Date of Birth			Percenta
	Address		Date of Birth			Percenta
	Address		Date of Birth			Percenta
	Address		Date of Birth			Percenta
	Address		Date of Birth			Percenta
	Address		Date of Birth			Percenta
Full Name  Contingent Beneficiary		Number		Number or TIN  Social Security	to Owner  Relationship	
Full Name	Address	Number	Date of Birth  Date of Birth	Number or TIN	to Owner	
Full Name  Contingent Beneficiary		Number		Number or TIN  Social Security	to Owner  Relationship	
Full Name  Contingent Beneficiary		Number		Number or TIN  Social Security	to Owner  Relationship	Percenta
Full Name  Contingent Beneficiary		Number		Number or TIN  Social Security	to Owner  Relationship	
Full Name  Contingent Beneficiary		Number		Number or TIN  Social Security	to Owner  Relationship	
Full Name  Contingent Beneficiary		Number		Number or TIN  Social Security	to Owner  Relationship	
Full Name  Contingent Beneficiary		Number		Number or TIN  Social Security	to Owner  Relationship	

G Existing Coverages/Replacement	
Please answer the following questions:	
a. Do you have any other life insurance policies or annuity contracts with the company or any other companies?	Yes No
b. Is the Contract applied for replacing or intended to replace or change any existing life insurance or annuity contracts with the company or any other companies?	Yes No
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 contract within the time period specified by the particular state law after the contract's maturity date or benefit is due and payable, your assets must be transferred to the appropriate state. We are required by that your assets may be transferred to an appropriate state in compliance with these state laws.	date that the death
Under penalty of perjury, I certify that (1) the Social Security or taxpayer identification number shown on correct Social Security or taxpayer identification number, and (2) I am not subject to backup withholding being exempt from backup withholding, not being notified by the IRS of a failure to report all interest or chas notified me that I am no longer subject to backup withholding, (3) I am a U.S. person (including a U.S. r (4) I am exempt from FATCA reporting. (Cross out item 2 above if you have been notified by the IRS that subject to backup withholding due to a failure to report all interest and dividends.)	as a result of either lividends, or the IRS esident alien), and
The IRS does not require your consent to any provision of this document other than the certifications backup withholding.	required to avoid
I agree to all terms and conditions as shown, and have read and understand all the statements made above all statements made in this application are true, to the best of my knowledge and belief. I understand that 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 Mark Adjustment provisions have been explained to me.	et Value
Signed at: City, State, Zip	
Signature of Owner	Date (mm/dd/year)
X	
Signature of Joint Owner (if applicable)	Date (mm/dd/year)
_ ^	

1	Agent Signature(s)			
1. a. l	Does the applicant have any existing life ins	urance or annuity	contracts?	Yes No
	To the best of your knowledge, is the contra to replace or change any existing life insurar			Yes No
c.	For any replacement, indicate the type of co	overage propose	d to be replaced:	
	Term Life Whole Life Varia	ble Life Fix	ced Annuity Variable Annuit	y
	Other			
2. Ad	vertising materials:			
	I certify that I used only insurer-approved sa material was left with the proposed owner.	les material with	this Application and that an origina	al or a copy of all sales
	I certify that a printed copy of any electronic owner no later than the date the Contract is		ales material was/will be presente	d to the proposed
	ertify that this Application is in accordance opect to the acceptability of replacements.	with the Delawar	e Life Insurance Company's Busine	ess Guidelines with
<b>ba</b> s If you l	justment provisions contained in this Consed upon the proposed owner's disclosure haven't received your Agent number please	<b>).</b>		tne proposed owner,
Office F	Phone Number	Agent Number		Split %
Agent N	Name (Print Legibly)		Email Address	
Office F	Phone Number	Agent Number		Split
				%
Signatu	re of Agent			Date (mm/dd/year)
X				Jule ( da. yea.,
Signatu	re of Agent (If Joint Case)			Date (mm/dd/year)
Χ				
	d Notice: Any person who knowingly prese inal offense and subject to penalties unde		ment in an application for insurar	ice may be guilty of a
	<del>-</del>			

Delaware Life Insurance Company (Waltham, MA) is authorized to transact business in all states (except New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is a member of Group One Thousand One, LLC ("Group1001").

© 2019 Delaware Life Insurance Company. All rights reserved.

# **Buyer's Guide to Annuities**

# WHAT IS AN ANNUITY?

An annuity is a series of payments made at regular intervals. You can buy annuity contracts from life insurance companies. In return for premiums that you pay, the company will pay you an annuity. An annuity contract is not a life insurance policy or a health insurance policy. It is not a savings account or savings certificate, nor should it be bought for short-term purposes.

# TYPES OF ANNUITY CONTRACTS

Annuity contracts may be classified in a number of ways. The most common classifications are set out below.

Annuity contracts may be either immediate or deferred. Immediate annuity contracts provide income payments that start shortly after you pay the premium. Deferred annuity contracts provide income payments that start later, often many years later. Thus, the main reason for buying an immediate annuity contract is to obtain an income, most frequently for retirement purposes. There are two reasons for purchasing a deferred annuity contract. One is to obtain a vehicle for the accumulation of money on a tax-deferred basis. Secondly, the money accumulated can then provide an income.

Annuity contracts may be either single premium or installment premium. Single premium contracts require you to pay the company only one premium. Installment premium contracts are designed for a series of premiums. Most of these are flexible premium contracts; they allow you to pay as much as you wish whenever you wish, within specified limits. Others are scheduled premium contracts, which specify the size and frequency of your premiums.

Annuity contracts may be either individual or group. Individual contracts cover only one or two persons. Group contracts cover a specified group of people.

Annuity contracts may be fixed, variable, or a combination of both. During the deferred period of a fixed annuity contract, premiums (less charges) are accumulated at rates of interest set by the company. The amount of each annuity payment is determined when payments begin. During the deferred period of a variable annuity, the value of the accumulated premiums (less charges) varies with the performance of a specified pool of investments. The amount of annuity payments also varies with the performance of the pool. Combination annuities allow you to put part of your premium in a fixed annuity and part in a variable annuity.

Some companies offer deposit fund arrangements under the provisions of their life insurance policies or annuity contracts. These arrangements allow you to pay amounts, in addition to your premiums, which will be accumulated at interest in much the same way as under a deferred fixed annuity contract. The balance of this Buyer's Guide deals specifically with deferred fixed annuity contracts and therefore, is generally applicable to deposit fund arrangements also.

#### ANNUITY CONTRACT FEATURES

Your value in the contract consists of the premiums you have paid, less charges, plus interest credited. This value is used to calculate the amount of most benefits that you will receive. Charges, interest, and benefits are explained below.

# **CHARGES**

Considerable diversity exists in the types and amounts of charges. A typical contract might contain one or more of the following types of charges. Companies may refer to these charges by different names. Also, while some charges will be fixed by the contract, other charges may be changed by the company from time to time.

Percentage of Premium Charge. This charge, often called a "load," is deducted from each premium paid. The percentage may reduce after the contract has been in force for a certain number of years or after total premiums paid have reached a certain level.

Contract Fee. This is a flat dollar amount charged either once at issue or annually.

Transaction Fee. This is a charge per premium payment or other transaction.

Surrender Charge. This charge is usually a percentage of the value of the contract or of premiums paid. The percentage may be reduced or eliminated after the contract has been in force for a certain number of years. Sometimes the charge takes the form of a reduction in the interest rate credited. In some cases, the charge is eliminated if the interest rate declared by the company falls below a certain level.

# **INTEREST**

The interest rate used to accumulate contract values may never be less than the guaranteed rate stated in the contract. In practice, the interest rate actually used by a company, usually referred to as the 'current' rate, is often higher. The company may change the current rate from time to time, but it cannot be lower than the guaranteed rate. Companies differ substantially in their methods of determining the current rate.

## **BENEFITS**

Annuity contracts provide a number of benefits. While the annuity income benefit is the primary one, the other benefits set out below are also important.

# Annuity Income Benefit

Income payments are usually made monthly, although other frequencies are available. The amount of the annuity payments is based on both the value of the contract and the contract's 'benefits rate' when annuity payments begin. This benefit rate depends on your age and sex and the annuity form you have chosen.

Annuity contracts contain a **table** of guaranteed benefit rates. Most companies periodically develop 'current' benefit rates as well; these rates are subject to change by the company at any time. When annuity payments begin, the company will determine the amount of each payment according to the current benefit rates then in effect if these are more favorable to you. If the guaranteed benefit rates would provide higher income payments, those rates will be used. Once payments begin, they are unaffected by any future benefit rate changes.

The most commonly available annuity forms are:

Straight Life. The annuity is paid as long as you are alive. There are no further payments to anyone after your death.

Life With Period Certain. The annuity is paid as long as you are alive. If you die before the end of the period referred to as the 'certain period,' the annuity will be paid to your beneficiary for the rest of that period. Typical certain periods are 10 to 20 years.

Joint and Survivor. The annuity is paid as long as either you or another named annuitant is still alive. In some variations, the annuity is decreased after the first death. A period certain may also be available with this form.

#### Death Benefit

Most contracts provide that, if you die before the annuity payments start, the contract value will be paid to your beneficiary. Some contracts provide that the death benefit will be the total premium paid if that amount is greater than the value of the contract at death.

#### Surrender Benefit

Most annuity contracts allow you to surrender your contract if income payments have not yet started. Upon surrender, the contract terminates. The surrender benefit is equal to your contract value less surrender charge, if any.

Many annuity contracts also provide that you may withdraw a portion of your contract value, under certain conditions, without terminating the contract. A surrender (or withdrawal) charge may be deducted from the amount withdrawn. This charge is usually a percentage of either the accumulation value of the contract, the premiums paid or the portion withdrawn.

#### Waiver of Premium Benefit

Some companies offer a benefit which will pay premiums for you if you become disabled. A charge is made for this benefit.

# **HOW MUCH SHOULD I BUY?**

Before buying, ask yourself these questions:

- 1. How much annuity income will I need in addition to social security, pension savings and investments?
- 2. Will I need an income only for myself or for someone else also?
- 3. How much can I afford to pay in premiums?
- 4. How will the annuity contract fit in with my total financial planning?

#### **HOW TO BUY AN ANNUITY?**

Buying an annuity contract is a major financial decision which should be considered carefully. The prospective purchaser of an annuity contract should consider the offerings of as many companies as possible.

# **CONTRACT SUMMARY**

You will receive a Contract Summary when an annuity contract is delivered to you, or you can ask for one now. You should review this statement thoroughly.

Accumulated values and surrender values under the contract are illustrated for various years on this statement. During the first few years, these values may be less than premiums paid. This is why an annuity contract should not be purchased for short-term purposes.

Also illustrated are the yields on gross premiums at specified times. Since this takes into account not only the interest credited under the contract, but also the effect of all charges, the yield on gross premiums is a figure you can use to compare annuity contracts. Be careful in comparing this figure with yields available on other investments. The tax treatment of annuity earnings is usually substantially different from that of earnings from other investments. And only annuity contracts offer life income and waiver of premium benefits.

As stated near the beginning of this guide, one reason for buying an annuity contract is to obtain an income. Therefore, you should also review the life income figures shown in the Contract Summary. These life income figures are shown for annuities beginning at age 60, 65, and 70. Not everyone plans to retire at the same age. Thus, this set of figures enables the contract summary to be relevant to the purchaser of an annuity contract whatever his personal plans may be for retirement. Two different sets of life income figures are shown. One shows the payout amount per month produced by the guaranteed cash surrender value accumulated at the applicable age and the guaranteed annuity purchase rates. The second set of amounts shows the monthly payout produced by the illustrated cash surrender value accumulated at the applicable age and the current annuity purchase rates.

You will note that all values and income figures are shown on both a "guaranteed" and an "illustrated" basis. Illustrations on the guaranteed basis show the minimum values and income which could be paid under the contract. Illustrations on the 'illustrated' basis show the values and income which would be paid if the current interest and benefit rates for the contract were to continue in effect for the period shown. Since it is impossible to predict the future course of interest and benefit rates, you will have to decide for yourself how much to rely on the illustrated basis values when making your purchase decision.

# OTHER POINTS TO CONSIDER

Be certain that you understand the effect of all charges that will be made under the contract.

Check whether the annuity contract allows you to change the amount of your premium payments. Find out what happens if you stop paying premiums altogether.

You may want to obtain and compare Contract Summaries for similar contracts from several companies. Comparing these should help you select a good buy.

If you are buying an annuity contract for an Individual Retirement Account (IRA) or another tax deferred retirement program, make sure that you are eligible. Also make sure that you understand any restrictions connected with the program.

If you are shown a presentation which illustrates tax savings, find out what assumptions are used. Be sure the assumptions apply in your case.

A good agent can help you choose the right annuity contract. Remember that the quality of service that you can expect from the life insurance company and the agent is an important factor also.

# READ THE CONTRACT

When you receive your new annuity contract read it carefully. Ask the agent and company for an explanation of anything you do not understand.

If you have a specific complaint or cannot get the answers you need from the agent or company, please contact your state insurance department.



Pinnacle MYGA® A Multi-Year Guaranteed Annuity

# **Disclosure Statement**

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

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

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

If you decide to purchase this annuity, please read the following information carefully, sign, and return the Signature Page of this Disclosure Statement. If you have questions about this annuity, ask your agent, broker or advisor or contact Us at **877-253-2323**.

**Note:** References to financial advisors, producers, representatives, and agents will all be noted as "financial advisor" in this Disclosure Statement.

# ■ The Annuity Contract

# How will the value of my annuity grow?

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

# Who are the parties of the Annuity Contract?

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

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

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

# Benefits

# How can I access money from my annuity?

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

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

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

Your choices include the following:

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

# What happens when I die?

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

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

# Fees, Expenses, and Other Charges

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

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

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

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

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



# Fees, Expenses, and Other Charges (continued)

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

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

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

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

These examples use the following assumptions:

Contract issue date: June 1, 2014

Guaranteed Interest Rate Period: 5 Year

Guaranteed Interest Rate: 4%

Withdrawal Date: August 25, 2015

# Withdrawal and Surrender Charges

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

# Market Value Adjustment (MVA)

# **Example 1: Decreasing Interest Rates**

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

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

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

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

\$24.38 would be added to the amount withdrawn.

# **Example 2: Increasing Interest Rates**

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

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

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

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

\$46.88 would be deducted from the amount withdrawn.



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

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

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

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

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

# Other Information

#### What else do I need to know?

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

All contractual guarantees are backed by the claims-paying ability of Delaware Life Insurance Company, located at 1601 Trapelo Road, Suite 30, Waltham, MA 02451.

# What should I know about the insurance company?

This annuity is issued by Delaware Life Insurance Company, a member of Group One Thousand One.

# Contact Information

You can contact Delaware Life by phone at **877-253-2323**, by mail at Delaware Life Insurance Company, P.O. Box 758581, Topeka, KS 66675-8581, or on the web at <u>delawarelife.com</u>.

# ■ Pinnacle MYGA® Disclosure Statement Signatures

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

Proposed Owner Name (please print)	Signed at (City, State)	
Proposed Owner Signature		Date
1 Toposed Owner dignature		Date
X		
Proposed Joint Owner Name (please print)	Signed at (City, State)	
rioposed doint Owner Name (piease print)	oigned at (oity, otate)	
Proposed Joint Owner Signature		Date
Froposed Joint Owner Signature		Date
X		

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

**Financial Advisor's Certification:** I certify that I have given the Proposed Owner(s) a signed copy of this Disclosure Statement. I have made no statements to the Proposed Owner(s) that differ in any significant manner from this Disclosure Statement, nor did I make any changes to the Disclosure Statement itself. I have not made any promises or guarantees about the future value of any nonguaranteed elements of the annuity contract.

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

Financial Advisor Signature	Date
X	

Delaware Life Insurance Company (Waltham, MA) is authorized to transact business in all states (except New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is a member of Group One Thousand One.

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

This communication is for informational purposes only. It is not intended to provide, and should not be interpreted as individualized investment, legal or tax advice. To obtain such advice, please consult with your investment, legal or tax professional.

NOT FDIC INSURED | MAY LOSE VALUE | NO BANK OR CREDIT UNION GUARANTEE NOT A DEPOSIT | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY OR NCUA/NCUSIF

© 2019 Delaware Life Insurance Company, All rights reserved.



# Transfer In/1035 Exchange Form

Throughout this form, "the Company" refers to Delaware Life Insurance Company.1

1 Registration Information					
Owner(s) and Annuitants(s) must be exact Surrendering Company.	rly the same as the Owner(s) and Annu	uitant(	-		
Owner			Social Security Nu	mber	
Co-Owner (if applicable)			Social Security Nu	mber	
Annuitant			Social Security Nu	mber	
Co-Annuitant (if applicable)			Social Security Nu	mber	
2 Registration Information					
Existing Account Provider					
Provider Street Address (required)					
City		State		Zip Code	
Existing Account Number	Provider Phone		Provider Fax (if available)		
Send paperwork: By mail E	By fax Agent pursuing funds; of	s; do not mail form			
If no selection is made, the transfer will be	e initiated immediately.				
Initiate transfer/rollover/exchange:	Immediately upon receipt OR  After this date:		(must be within 30 c	days)	
Apply proceeds to: A new contract	t/certificate OR				
An existing cor	tract/certificate* (No		) (write contract n	umber here)	



<sup>1</sup> Delaware Life Insurance Company (Waltham, MA) is authorized to transact business in all states (except New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is a member of Group One Thousand One, LLC ("Group1001").

© 2019 Delaware Life Insurance Company. All rights reserved.

Page 1 of 4 GS0001IT [Rev 05/2019]

# 2 Registration Information (continued)

- Fixed Indexed contracts: Payments to an existing contract/certificate will be placed into the Fixed Account until the Contract Anniversary. At that point the funds will be exchanged into the Investment Strategy selected by the contract owner.
- Variable contracts: Payments to an existing contract will be invested according to the future allocation instructions we have on file unless otherwise specified. If you have an optional living benefit rider or optional death benefit rider the funds must be invested according to future allocations.

3 Required Minimum	Distribution (Qua	lified Contract Only)	
If you currently own a qualifie Distribution amounts.	d contract and are age	d 70½ this year, you may not trans	fer or rollover Required Minimum
No RMD is required for the	he current year.		
I have already taken my f	ull RMD for the current	year.	
I direct the provider of m	y existing account to c	listribute the RMD to me before th	ne exchange/rollover/transfer.
4 Surrendered Acco	unt Type		
Variable Annuity*	Fixed Annuity* F	ixed Index Annuity* Life Ins	urance*
Brokerage Account/Muto			ırrendering Company listed above
* Additional state-specific re	placement form or NA	IC Model Regulation (Form A) repl	acement form may be required.
5 Source of Transfer	/Exchange		
Type of transfer/exchange		fer/exchange \$	(estimated amount)
	I have enclo	sed the contract. OR	
	I certify tha	t the contract has been lost or des	stroyed.
		ansfer/exchange \$	,
Plan type	FROM:		TO:
,,	Non-qualified	Simple IRA	Non-qualified
	IRA	401(k)	IRA
	Roth IRA	403(b) to IRA	Roth IRA

# **Acceptance by Contract Owner/Participant**

If you are signing this form as a fiduciary (power of attorney, trustee, guardian, custodian, etc.) for the contract owner, please sign in your fiduciary capacity. We will need your authorizing documents to process this request. If we do not have them on file, please attach them to this form.

For transfers/rollovers of qualified funds: I intend that this transfer be accomplished as a trustee-to-trustee transfer in a nontaxable manner in accordance with IRS rulings and not constitute actual or constructive receipt by me for federal income tax purposes. I hereby request and direct the transfer of the net proceeds of the account listed on the previous page.

I understand that I am purchasing this annuity in an Individual Retirement Account or other tax-qualified plan as identified in Section 3 of this form. Since Individual Retirement Accounts and other tax-qualified plans are already afforded tax-deferred status, there is no additional tax deferral benefit in this annuity. I am purchasing this annuity because I value other features, such as lifetime income payments, principal protection, or death benefit protection, and I am willing to pay any additional cost associated with such features.

I understand that the proposed transfer may have important tax consequences and/or surrender or withdrawal penalties. I acknowledge that the Company assumes no responsibility or liability for any tax treatment on this transfer under the Internal Revenue Code or otherwise.

**Transfers from 403(b) rollovers only:** I acknowledge and agree that I have sole responsibility (1) for compliance with the Internal Revenue Service's Section 403(b) Regulations and my employer's or former employer's 403(b) plan, if applicable, and (2) in determining and notifying the Company as to whether the requested distribution is an eligible rollover distribution.

For 1035 exchange of non-qualified funds: I hereby assign and transfer the specified portion of my right, title, and interest in the above Contract ("the Contract") to the Company. I irrevocably waive all rights, claims, and demands under the Contract or specified portion thereof. The purpose of this transfer is to effect a direct nontaxable exchange of contracts pursuant to Section 1035 of the Internal Revenue Code. I understand and agree that the cost basis in the contract issued by the Company shall be determined based on the cost basis information provided by the above-referenced company ("Surrendering Company"). I further understand and agree that the Company assumes no responsibility in obtaining or verifying the cost basis of the new contract issued by it. I acknowledge and agree that if the Company does not receive cost basis information acceptable to it, the cost basis will be recorded by the Company as zero.

I hereby declare that the Contract is not subject to any assignment, pledge, collateral assignment, or other lien and that no proceedings in bankruptcy or insolvency, voluntary or involuntary, have been instituted by or against me and that I am not under guardianship or any legal disability.

I understand and agree that the Company will request that the Surrendering Company totally or partially surrender the original Contract and that the Company assumes no responsibility for any delay by the Surrendering Company in paying the surrender proceeds or for any changes in the amount. I understand that the proposed transaction may have important tax consequences and/or surrender or withdrawal penalties, and I represent and agree that the Company is furnishing this form and participating in this transaction at my request. I understand and agree that the Company makes no representations concerning my tax treatment under Section 1035 of the Internal Revenue Code or otherwise and that the Company has no responsibility or liability for the validity of this assignment.

Owner's Signature	Date (mm/dd/yyyy)	Co-Owner's Signature (if applicable)	Date (mm/dd/yyyyy)
X		X	
Please Print Name Below		Please Print Name Below	
Signature Guarantee (if required by Surrendering Co	mpany)	Signature Guarantee (if required by Surren	dering Company)



By mail

Delaware Life P.O. Box 758580 Topeka, KS 66675-8580 By express mail Delaware Life Mail Zone 581 5801 SW 6th Avenue Topeka, KS 66636 **By fax** 785-286-6118

GS0001IT [Rev 05/2019]

Online

delawarelife.com

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



# 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.

	No	Yes			<ol> <li>Are you considering discontinuing r assigning to the insurer, or otherwise</li> </ol>
replacing (include the name of the insurer, the insured, and the contract number if available) and whether each police be replaced or used as a source of financing:  Contract or  Insured Name  Replaced (	No	Yes			
	y wil			er, the insured, and the contr	replacing (include the name of the insu
		Replaced (R Financing	Insured		Insurer Name
Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contr [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 material used by the agent in the sales presentation.	Э	to you by the	disclosure documents must be	n, policy summary or available	[If you request one, an in-force illustrati existing insurer.] Ask for and retain all sa
The existing policy or contract is being replaced because:				placed because:	The existing policy or contract is being

Delaware Life Insurance Company (Waltham, MA) is authorized to transact business in all states (except New York), the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is a member of Group One Thousand One, LLC ("Group1001").

© 2019 Delaware Life Insurance Company. All rights reserved.

Page 1 of 2 SR0001MS [Rev 06/2019]

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

Applicant's Signature	Date (mm/dd/yyyy)	Printed Name
X		
Joint Owner's Signature	Date (mm/dd/yyyy)	Printed Name
X		
Producer's Signature	Date (mm/dd/yyyy)	Printed Name
×		

I do not want this notice read aloud to me. \_\_\_\_\_ (Applicants 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?

# Contact Us

By mailBy phoneOnlineDelaware Life, P.O. Box 758581, Topeka, KS 66675-0497Service Center: 1-877-253-2323delaware life.com

Page 2 of 2 SR0001MS [Rev 06/2019]