



Application for Individual Annuity

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

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Mailing Address:

Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408

Business: (866) 490-3163



AGENT INSTRUCTIONS:

- This application is to be used for the Palladium® Multi-Year Guarantee Annuity-NY.
- A signed copy of the product disclosure form given to the owner must be submitted with the application packet.

1. OWNER (If IRA, the Owner and Annuitant MUST be the same person.)

Name: Last	First	M.I.	Gender	U.S. Citizen?
_____	_____	_____	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of birth	Age	<input type="checkbox"/> SSN <input type="checkbox"/> TIN <input type="checkbox"/> EIN	Daytime telephone	
_____	_____	_____	(____) _____	
Address	City		State	ZIP
_____	_____		_____	_____
E-mail Address	_____			

Note: If a Trust, Corporation, or Charity is named as Owner, copy of Trust Agreement or Corporate Resolution must be provided. If a trust is named as Owner, provide date trust was created. Month | _____ Day | _____ Year | _____

2. JOINT OWNER (Not available with Qualified plans)

Name: Last	First	M.I.	Relationship to Owner	Gender
_____	_____	_____	_____	<input type="checkbox"/> M <input type="checkbox"/> F
Date of birth	Age	<input type="checkbox"/> SSN <input type="checkbox"/> TIN <input type="checkbox"/> EIN	U.S. Citizen?	Daytime telephone
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	(____) _____
Address	City		State	ZIP
_____	_____		_____	_____
E-mail Address	_____			

Note: If a Trust, Corporation, or Charity is named as Joint Owner, copy of Trust Agreement or Corporate Resolution must be provided. If a trust is named as Joint Owner, provide date trust was created. Month | _____ Day | _____ Year | _____

3. ANNUITANT (If different than Owner. If IRA, the Owner and Annuitant MUST be the same person.)

Name: Last	First	M.I.	Gender	U.S. Citizen?
_____	_____	_____	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of birth	Age	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Daytime telephone	
_____	_____	_____	(____) _____	
Address	City		State	ZIP
_____	_____		_____	_____
E-mail Address	_____			



4. PRIMARY BENEFICIARY (A Date of Birth and SSN are required for each beneficiary. Complete Additional Beneficiary Page if additional space is needed. Unless otherwise specified, all beneficiaries in the same class will share equally.)

A. Name: Last _____ First _____ M.I. _____ Percent Payable _____% Relationship _____ Gender ☐ M ☐ F
 Date of birth _____ Age _____ ☐ SSN ☐ TIN ☐ EIN _____ U.S. Citizen? ☐ Yes ☐ No | (_____) _____ Daytime telephone _____
 Address _____ City _____ State _____ ZIP _____

Note: If a trust is named as beneficiary, provide date trust was created. Month | _____ Day | _____ Year | _____

B. Name: Last _____ First _____ M.I. _____ Percent Payable _____% Relationship _____ Gender ☐ M ☐ F
 Date of birth _____ Age _____ ☐ SSN ☐ TIN ☐ EIN _____ U.S. Citizen? ☐ Yes ☐ No | (_____) _____ Daytime telephone _____
 Address _____ City _____ State _____ ZIP _____

Note: If a trust is named as beneficiary, provide date trust was created. Month | _____ Day | _____ Year | _____

5. ANNUITY PLAN SELECTION AND DISCLOSURES

☐ I am applying for the Palladium® Multi-Year Guarantee Annuity-NY, a Single Premium Fixed Deferred Annuity with a Multiple Year Interest Rate Guarantee.

PLEASE SELECT AN INTEREST RATE GUARANTEE PERIOD

Your single premium payment will earn interest at the declared accumulation interest rate for the interest rate guarantee period selected below:

- | | |
|--------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> PALLADIUM® MYG 3 | <input type="checkbox"/> PALLADIUM® MYG 4 |
| <input type="checkbox"/> PALLADIUM® MYG 5* | <input type="checkbox"/> PALLADIUM® MYG 6 |
| <input type="checkbox"/> PALLADIUM® MYG 7* | <input type="checkbox"/> PALLADIUM® MYG 10* |

***INTEREST RATE ENHANCEMENT.** A 1% interest rate enhancement is available during the first contract year on the PALLADIUM® 5, 7, or 10 year interest rate guarantee period. The value of the enhancement is recovered through higher surrender charges or lower renewal interest rates.

INTEREST RATES: To be completed by agent.

The declared accumulation interest rate for the interest rate guarantee period is: _____%. **(This does not include any interest rate enhancement).**

IMPORTANT NOTE. As long as the declared accumulation interest rate, without any interest rate enhancement, is greater than the guaranteed minimum interest crediting rate, we will credit an additional 0.10% per year to the annuity value for contracts with an initial premium greater than \$ 100,000.

RATE LOCK GUARANTEE. American National Life Insurance Company of New York will lock-in the accumulation interest rate shown above on the date the Definition of Replacement form is signed for 60 days. If, on the date the contract is issued, the accumulation interest rate differs from the locked-in accumulation interest rate, as shown above, American National Life Insurance Company of New York will issue the contract with the higher of the two accumulation interest rates.



6. ANNUITY TYPE *(If this transaction is a transfer or an exchange, complete the appropriate request form and submit with application.)*

☐ **NON-QUALIFIED**

☐ CASH WITH APPLICATION

☐ 1035 Exchange

☐ **QUALIFIED**

☐ ROLLOVER

☐ TRANSFER

☐ CASH WITH APPLICATION

If Qualified, check the type of plan.

☐ IRA

☐ SEP

☐ Roth IRA

Other _____

(SIMPLE IRA's not available)

Amount paid with application \$ _____ (Check must be payable to American National Life Insurance Company of New York.)

If a 1035 Exchange, Rollover, or Transfer is occurring, the expected premium amount is \$ _____

7. TOTAL INSURANCE/ANNUITIES IN FORCE ON PROPOSED ANNUITANT

☐ Yes ☐ No Do you have existing life insurance or annuity coverage with this or any other company?

☐ Yes ☐ No Is the annuity applied for intended to replace, change, or use cash values of any existing life insurance or annuity contract in force with this or any other company?

If "YES", agent must provide and complete the appropriate replacement form.

8. ELIGIBILITY FOR WAIVER OF SURRENDER CHARGES

A. Is the Owner currently receiving Social Security Disability Benefits?

☐ Yes ☐ No

B. Has the Owner been diagnosed by a member of the medical profession as having a terminal illness?

☐ Yes ☐ No

C. Is the Owner currently confined to a state licensed hospital, convalescent care, or hospice facility?

☐ Yes ☐ No

D. Does the Owner currently hold any contracts with American National Life Insurance Company of New York?

☐ Yes ☐ No

If "Yes", please provide contract numbers: _____

DISCLOSURE - LIMITATIONS OF WAIVER OF SURRENDER CHARGES

The Palladium® Multi-Year Guarantee Annuity-NY contains a Waiver of Surrender Charge provision. It is important to note that the waiver is subject to the following limitations:

DISABILITY. If the original contract owner (any owner in the case of joint owners) is physically disabled for a period of 12 months, American National Life Insurance Company of New York will waive the surrender charge for any full surrender, partial surrender, or systematic withdrawal of the contract. This waiver is not available if: 1.) the contract owner is receiving Social Security Disability Benefits on the date the annuity contract is issued; 2.) the contract owner is age 65 or older when the owner becomes disabled; or 3.) the contract owner was diagnosed with a terminal illness prior to or on the date the annuity contract is issued and becomes disabled within the first two contract years.

CONFINEMENT. If the original contract owner (any owner in the case of joint owners) is confined for 60 or more consecutive days to a state licensed hospital, convalescent care or hospice facility, no surrender charge will be imposed on any full surrender, partial surrender, or systematic withdrawal of the contract. The contract owner must be age 80 or younger on the date the annuity contract is issued and must have entered the hospital, convalescent care or hospice facility at least 90 days after the annuity contract is issued to be eligible for the Confinement Waiver. This waiver is not available if: 1.) the contract owner is confined to a hospital, convalescent care, or hospice facility on the date the annuity contract is issued; or 2.) this application was signed by a power of attorney.

Under these waivers, American National Life Insurance Company of New York will waive the surrender charge upon any full surrender, partial surrender, or systematic withdrawal of the contract up to an aggregate amount of \$250,000 over the lifetime of the contract. This limit applies to all annuity contracts held by the original contract owner with American National Life Insurance Company of New York. Contract owners who are corporations, trustees or other non-natural persons are not eligible for these waivers.



IRS TAX WITHHOLDING CERTIFICATION

By signing below, I certify under penalty of perjury that:

The number shown in this application is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

(Check as applicable)

- ☐ I HAVE been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding due to underreporting of interest or dividends.
- ☐ I AM NOT subject to backup withholdings because:
- ☐ I am exempt from backup withholding;
 - ☐ I have not been notified by the IRS that I am subject to backup withholding due to underreporting of interest or dividends; or
 - ☐ The IRS has notified that I am no longer subject to backup withholding.

I am a U.S. citizen or a U.S. resident alien.

DISCLOSURES

The statements and answers in this application are the basis for any contract issued by American National and no information about any person in the application will be considered to have been given to American National unless it is stated in the application.

APPLICATION AGREEMENTS

By signing this application I understand and agree to the following:

- I have read the application and all statements and answers as they pertain to me and such statements and answers are true and complete to the best of my knowledge and belief;
- I understand that the agent does not have American National's authorization to accept risk, pass on insurability, or make, void, waive, or change any conditions or provisions of this application or the contract;
- American National will have no contractual liability until:
 - A contract is issued on this application and delivered to and accepted by the Owner; and
 - The single premium due is paid in full while each proposed owner and annuitant is alive;
- I understand that federal law requires sufficient information to identify the parties to the purchase of an annuity, and that failure to provide such information could result in the annuity contract not being issued, delayed, unprocessed transaction requests, or termination.

Dated at _____ this _____ day of _____, _____.

(State) (Day) (Month) (Year)

Signature of Annuitant

Signature of Owner (if other than Annuitant)

Signature of Joint Owner (if other than Annuitant)

Signature of Agent



AGENT'S REPORT

THESE QUESTIONS MUST BE ANSWERED IN EVERY CASE:

- ☐ Yes ☐ No Does the owner have existing life insurance or annuity coverage with this or any other company?
- ☐ Yes ☐ No As Agent, do you have knowledge or reason to believe that the annuity applied for is intended to replace, change, or use cash values of any existing life insurance or annuity contract in force with this or any other company?
If "Yes", agent must provide and complete the appropriate replacement form.
- ☐ Yes ☐ No **Do you have an appointment in progress or hierarchy change submitted?**

Print Agent's Name

Agent's Signature

Agent PC Number, SSN, or TIN

Telephone Number

E-Mail Address

List name and Personal Code of all agents, besides yourself, entitled to any commission with appropriate percentage.

Agent

Personal Code %

Agent

Personal Code %

ADDITIONAL REQUIRED FORMS

- For Systematic Withdrawals, complete **Form ANY-3575** - Annuity Service Request Form and submit with application.
- For Required Minimum Distribution Requests, complete **Form ANY-4223** - IRA Required Minimum Distribution Election Request and submit with application.
- For additional beneficiary designations, complete **Form ANY-10073** - Additional Beneficiary Page and submit with application.
- For Non-Qualified 1035 Exchanges, complete **Form ANY-4394-NQ** - Non-Qualified 1035 Exchange Request and submit with application.
- For Qualified Transfers or Rollovers, complete **Form ANY-4394-Q** - Qualified Transfer or Rollover Request and submit with application.

**Premium Receipt****American National Life Insurance Company of New York****Mailing Address: Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408**

Valid only for an annuity and for the premium amount shown in the application paid for an annuity.

Received from _____ this _____ day of _____ year _____

the sum of (\$ _____) in cash as premium on an annuity on the life of _____

for which an application has been made to this company, bearing the same number and date as this receipt.

Signature of soliciting agent _____

Print agent's name _____

The company accepts payment by check, draft, or money order subject to its being honored upon presentation. Checks, drafts, or money orders must be made payable to American National Life Insurance Company of New York. Do not leave payee blank or make payable to agent.



Appendix 11

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK



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Mailing Address:

Mail Processing Center, Life Insurance Administration, 1949 E Sunshine St, Springfield, MO 65899-0001

Business: (866) 490-3163

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND.

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

- (1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED?
YES _____ NO _____
- (2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES? YES _____ NO _____
- (3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE? YES _____ NO _____
- (4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES?
YES _____ NO _____
- (5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES? YES _____ NO _____
- (6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID? YES _____ NO _____



IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION NO. 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH THE **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. YOU WILL ALSO RECEIVE A COMPLETED DISCLOSURE STATEMENT NO LATER THAN THE TIME YOUR NEW POLICY OR NEW CONTRACT IS DELIVERED.

DATE SIGNATURE OF APPLICANT PRINTED NAME

DATE SIGNATURE OF APPLICANT PRINTED NAME

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION:

YES _____ NO _____

DATE SIGNATURE OF AGENT OR BROKER PRINTED NAME



Annuity Best Interest—Suitability Questionnaire / USA PATRIOT Act Form

American National Life Insurance Company of New York

NF

Mailing Address P.O. Box 4408, Springfield, MO 65808-4408
Phone 1-866-490-3163



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This form is intended to gather your financial information and long-term goals to help your insurance agent form a reasonable belief whether the sale of an annuity is suitable and in your best interest. We will protect and keep your information confidential. For additional guidance, your insurance agent can refer to the Producer's Guide for this form.

1 Owner Information

If a Trust will be the owner, complete this form using the Trust's financial information. You may include the financial information of the grantor, if living.

Any additional information that provides a more complete understanding of the suitability of a trust arrangement should be included in written form on page 4. All trust documentation must accompany this form.

Full Name of Owner/Grantor/Partner	Age	Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single
Number of Dependents	Ages of Dependents	
Joint Owner/Grantor/Partner (if applicable)	Age	Relationship to Owner

2 Financial Profile

If joint owners are spousal please provide the household financial information below. If joint owners are not spouses, complete a separate Annuity Suitability Form for each person.

- Have you had experience with any of the following investments and insurance products? If Yes, how long?

<input type="checkbox"/> Mutual Funds _____ # of yrs.	<input type="checkbox"/> 401(k) Plans _____ # of yrs.	<input type="checkbox"/> Stocks _____ # of yrs.
<input type="checkbox"/> Bonds _____ # of yrs.	<input type="checkbox"/> CDs _____ # of yrs.	<input type="checkbox"/> Savings Accounts _____ # of yrs.
<input type="checkbox"/> Life Insurance _____ # of yrs.	<input type="checkbox"/> Annuities _____ # of yrs.	<input type="checkbox"/> Other _____ # of yrs.
- In considering this product, what is your risk tolerance?
☐ Conservative (Low Risk) ☐ Moderately Conservative ☐ Moderate ☐ Moderately Aggressive
☐ Aggressive (High Risk)
- Annual Gross Income \$ _____
- Source of Income (Check all that apply)
☐ Salary (W-2) ☐ Investments ☐ Social Security ☐ Pension Plans ☐ Reverse Mortgage
☐ Self-Employed ☐ Other _____
- What type of investments and insurance products do you currently own?

<input type="checkbox"/> Mutual Funds	<input type="checkbox"/> Stocks	<input type="checkbox"/> Bonds	<input type="checkbox"/> CDs	<input type="checkbox"/> Savings Accounts	<input type="checkbox"/> 401(k) Plans	<input type="checkbox"/> Fixed Annuities
<input type="checkbox"/> Term Life	<input type="checkbox"/> Whole Life	<input type="checkbox"/> Variable Annuities	<input type="checkbox"/> Variable Life Insurance			
<input type="checkbox"/> Equity Indexed Life Insurance	<input type="checkbox"/> Equity Indexed Annuities	<input type="checkbox"/> Other _____				

2 Financial Profile (Continued)

6. Liquid Net Worth, prior to the annuity purchase you're considering, **(These are assets that can be easily converted to cash without incurring penalty charges. Do not include funds from a reverse mortgage.)**
\$ _____

7. If you purchase an annuity, will your income and liquid net worth be enough to pay for your living expenses, considering your existing liabilities and obligations for their duration, medical expenses and emergencies?
☐ Yes ☐ No

8. If you were to purchase an annuity, how many months of living expenses can your Liquid Net Worth cover?
☐ 1 – 3 months ☐ 4 – 6 months ☐ 7 – 12 months ☐ 13+ months

► **NOTE:** Many financial planners recommend that a person maintain an amount of liquid net worth equal to 3 to 6 months of a person's monthly living expenses in case of emergencies.

9. What is your estimated Federal Income Tax Bracket?
☐ 10% ☐ 12% ☐ 22% ☐ 24% ☐ 32% ☐ 35% ☐ 37%

10. Have you taken or do you intend to take a reverse mortgage in the next 12 months on your personal residence?
☐ Yes ☐ No

11. Are you currently living in or are you planning on living in an Assisted Living Facility within the next 3 years?
☐ Yes ☐ No Please explain _____

12. Are you currently living in or are you planning on living in a nursing home within the next 3 years?
☐ Yes ☐ No Please explain _____

13. Why are you considering the purchase of an annuity? (Check all that apply)
☐ Immediate Income ☐ Stable Growth ☐ Tax Deferral ☐ Estate Planning ☐ Death Benefit
☐ Safety of Principal ☐ Retirement ☐ Potential to earn higher interest related to a market index
☐ Option for lifetime income ☐ Post Purchase Liquidity ☐ Other _____

3 Transaction Information

If this transaction is a Single Premium Immediate Annuity, do not answer questions 14a or b.

14. a) Do you intend to take distributions prior to attaining age 59 ½? ☐ Yes ☐ No
If Yes, please explain what exception you will rely upon to avoid the 10% federal tax penalty.

b) Do you intend to take withdrawals before the end of the surrender charge period? ☐ Yes ☐ No
If Yes, do you intend to withdraw more than 10% of the annuity value per year? ☐ Yes ☐ No
(If Yes, use the additional space provided in question 16p to explain your answer.)

15. What source of funds will you use if you buy an annuity? (Check all that apply)
☐ Savings Account ☐ Money Market ☐ Bank CD ☐ Stocks/Bonds/Mutual Funds ☐ Home Equity Loan
☐ Reverse Mortgage ☐ Annuity ☐ Life Insurance ☐ Retirement ☐ Gift from _____
☐ Other (please list) _____

a) Will any potential charges or penalties be incurred by using the above funds? ☐ Yes ☐ No
Amount \$ _____

b) Is the person writing the check other than the proposed owner of the annuity? ☐ Yes ☐ No
Please explain _____

c) Is the source of funds from a previously owned life insurance policy or annuity contract? ☐ Yes ☐ No
Please explain _____

4 Exchanges / Replacements

In the case of an exchange or replacement the insurance agent must have reasonable grounds to believe that the transaction is suitable taking into consideration the information provided in response to the questions below.

16. Will the annuity be funded by an Exchange or Replacement?

☐ Yes ☐ No **(If Yes, please complete 16a through 16p.)**

Excluding this proposed transaction, have you exchanged an annuity within the last 36 months?

☐ Yes ☐ No

If Yes, please give this information:

Company Name

Product Type (e.g. variable, fixed)

		Replaced	Proposed
a.	Is there a surrender charge? If Yes, list the current dollar amount.	<input type="checkbox"/> No <input type="checkbox"/> Yes \$ _____	Not Applicable
b.	What is the remaining Surrender Charge Period?	_____ Yrs.	_____ Yrs.
c.	Is the replaced/proposed contract qualified or non-qualified?	<input type="checkbox"/> Qualified <input type="checkbox"/> Non-Qualified	<input type="checkbox"/> Qualified <input type="checkbox"/> Non-Qualified
d.	Is there a Premium Enhancement (Interest Rate Enhancement) or Bonus? If Yes, provide the amount or percentage and how long you will receive this enhancement.	\$ or % For Yrs <input type="checkbox"/> No <input type="checkbox"/> Yes _____	\$ or % For Yrs <input type="checkbox"/> No <input type="checkbox"/> Yes _____
e.	Is there a Premium Enhancement or Bonus Recapture Charge? In other words, will the premium enhancement or bonus be forfeited?	<input type="checkbox"/> No <input type="checkbox"/> Yes \$ _____	<input type="checkbox"/> No <input type="checkbox"/> Yes \$ _____
f.	Is there a Market Value Adjustment (MVA)?	<input type="checkbox"/> No <input type="checkbox"/> Yes	No
g.	If there is a Market Value Adjustment (MVA), then what is the amount and is it positive or negative?	(Pos.) \$ _____ (Neg.) \$ _____	Not Applicable
h.	What is the Minimum Guaranteed Interest Rate over the life of the contract? (i.e. required by state law and in the contract)	_____ %	_____ %
i.	If replacing a fixed product to another fixed product, what is the current base fixed interest rate? (exclude any enhancements)	<input type="checkbox"/> N/A _____ %	<input type="checkbox"/> N/A _____ %
j.	If replacing a fixed or equity indexed product to an equity indexed product what is the base fixed interest rate?	<input type="checkbox"/> N/A _____ %	0%
k.	Is there an Annual Surrender Charge Free Withdrawal Privilege? —Year available for proposed contract?	<input type="checkbox"/> No <input type="checkbox"/> Yes _____ %	<input type="checkbox"/> No <input type="checkbox"/> Yes _____ % <input type="checkbox"/> Yr.1 <input type="checkbox"/> Yr.2
l.	Is there a Confinement Waiver Benefit? If Yes, what is the age limitation for the benefit on the annuity?	<input type="checkbox"/> No <input type="checkbox"/> Yes _____ Age	<input type="checkbox"/> No <input type="checkbox"/> Yes _____ Age
m.	Is there a Terminal Illness Waiver/Benefit?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
n.	Are there any Rider Benefits being replaced and applied for? If Yes, please list type of rider benefits in the additional space on page 4.	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
o.	What is the total amount of fees associated with the Rider Benefits? (Percentages Not Accepted. If there are no fees, please respond N/A or 0.)	\$ _____	\$ _____

5 Recommendation Summary, Acknowledgement and Signatures

► NOTE TO INSURANCE AGENT:

You must maintain all documentation regarding this transaction as required by New York law. If any information is missing or changed on this form, the consumer must initial and date all changes or updates.

Recommendation Summary

I acknowledge that I have made a reasonable effort to obtain suitability information for the applicant as required by law. The compensation that I will receive for this sale did not influence the recommendation. I am recommending the purchase of _____

(Name of Specific Annuity)

If this is a replacement, I am conditionally recommending the product specified above, subject to my confirmation of favorable comparative data contained in the required replacement Regulation 60 Disclosure Statement.

I believe it is suitable and in the best interest of the applicant based on:

- The applicant's suitability information contained in this form;
- The product information and disclosure in the annuity disclosure form given to the applicant;
- The following needs and suitability considerations expressed by the applicant:

<input type="checkbox"/> Safety of Principal	<input type="checkbox"/> Stable Growth	<input type="checkbox"/> Tax Deferral	<input type="checkbox"/> Immediate Income	<input type="checkbox"/> Risk Tolerance
<input type="checkbox"/> Death Benefit	<input type="checkbox"/> Retirement	<input type="checkbox"/> Favorable Replacement Evaluation	<input type="checkbox"/> Estate Planning	
<input type="checkbox"/> Potential for Higher Interest Related to a Market Index	<input type="checkbox"/> Guaranteed Lifetime Income if Annuitized			
<input type="checkbox"/> Post Purchase Liquidity				
<input type="checkbox"/> Other (please list) _____				

Print Name

x _____
Signature of Insurance Agent

Date: Month / Day / Year

Additional Insurance Agent's Recommendation Confirmation (if commission split)

If commissions are being split both agents are subject to the requirements of NY Rule 187. We require both agents to acknowledge that the transaction is suitable and in the best interest of the consumer. I acknowledge and agree that the recommendation is suitable and in the best interest of the consumer; and further I agree with the recommendation summary above.

Print Name

x _____
Signature of Additional Insurance Agent

Date: Month / Day / Year

Owner/Trustee/Partner

I acknowledge that the annuity product I am applying for is a long-term contract with substantial penalties for early withdrawal. I believe that this product meets my financial needs and objectives. I acknowledge and accept:

- That with a fixed deferred annuity that interest crediting rates are subject to change after the initial guaranteed period and may be more or less than the initial crediting rate(s),
- That if applying for an indexed annuity
 - That only the minimum interest crediting rate is guaranteed;
 - That additional interest crediting is not guaranteed and is tied to an index; and
 - That interest crediting caps and participation rates are subject to change at the discretion of the company.

If I am exchanging my current annuity, I understand that with this exchange:

- I am subject to the commencement of a new surrender charge period or commutation schedule; and
- I will lose the existing contractual benefits.

x _____
Signature of Owner/Trustee/Partner

x _____
Signature of Joint Owner/Trustee/Partner (if applicable)

Date: Month / Day / Year

Date: Month / Day / Year

6 USA PATRIOT Act Notice To be read by or to customer

The USA PATRIOT Act requires that we have an Anti-Money Laundering (AML) Program, notify customers that we verify their identity, and collect documents and information sufficient to provide verification. Failure to provide the requested identification will result in delays in the issuance of the requested coverage and may result in a decision not to accept your business.

Customer Identification Verification: we require our insurance agent to review and verify a **current** government issued photo ID for **EACH Owner/Trustee/Partner** associated with a contract. Information on such identification must be record below. If the Owner is a minor or non-legal entity, we must review the identification of the individual who submits an application on behalf of the minor or non-legal entity. We may use third party sources to verify the information provided.

► **NOTE:** The following information should be recorded exactly as it appears on the identification reviewed. If more than two owners to a contract, submit an additional USA PATRIOT Act Notice.

Name of Owner/Trustee/Partner	Name of Joint Owner/Trustee/Partner (if applicable)
Street Address (Not P.O. Box)	Street Address (Not P.O. Box)
City	City
State	State
Zip	Zip
Date of Birth	Date of Birth
Number on ID	Number on ID
Identification Expiration Date	Identification Expiration Date
State or Country	State or Country
Form of ID used to verify the identification of the Owner/Trustee/Partner:	Form of ID used to verify the identification of the Joint Owner/Trustee/Partner:
<input type="checkbox"/> Driver's license	<input type="checkbox"/> Driver's license
<input type="checkbox"/> Passport	<input type="checkbox"/> Passport
<input type="checkbox"/> Resident Alien ID "Green Card"	<input type="checkbox"/> Resident Alien ID "Green Card"
<input type="checkbox"/> Other (describe):	<input type="checkbox"/> Other (describe):

1. Check the appropriate entity and **submit copies of documentation** indicating the existence of a legitimate business entity (e.g. Articles of Incorporation, Certificate of Limited Partnership, Joint Venture Agreement, or similar document/ agreement governing the formation and operation of the entity).

☐ **Corporation, LLC, Professional Association**

☐ **Limited Partnership**

☐ **General Partnership or Joint Venture**

☐ **Trust and All Other Entities**

2. Insurance Agent Acknowledgement (check **one**):

☐ I certify that I personally met with the proposed Owner/Trustee/Partners and reviewed the above identification document. To the best of my knowledge, it accurately reflects the identity of the proposed Owner/Trustee/Partners.

☐ I was unable to personally review the identification documents for the reason stated below. I certify that, to the best of my knowledge, the information provided by the Owner/Trustee/Partners is true and accurate.

Reason for not reviewing document: _____

► **NOTE:** Failure to personally review the identification documents will result in processing delays in order to verify customer identity and may result in a decision not to accept the business.

x _____

Insurance Agent Signature

Date: Month / Day / Year



Disclosure Statement for the Palladium®
Multi-Year Guarantee Annuity—NY (Client Copy)
American National Life Insurance Company of New York

NF

Mailing Address Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408
Phone 1-866-490-3163

Page 1 of 6

Summary

Thank you for considering the Palladium® Multi-Year Guarantee Annuity—NY. We want to make sure that you understand its features and benefits.

This is an individual single premium fixed deferred annuity with a multiple year interest rate guarantee. This means you make a single premium payment at the time you apply for your annuity contract; no further premium payments are accepted. It is a tax-deferred annuity, which means you do not pay taxes on the interest earned until the money is paid to you. It is a fixed annuity, which means it earns a specified interest rate during the guaranteed period, and will be determined annually thereafter.

The annuity is intended for long-term accumulation needs, such as retirement planning. It is not meant to be used to meet short-term financial goals.

There is a ten year surrender charge period and you may incur significant charges if you take an early withdrawal that is in excess of the 10% free withdrawal amount (see the **Fees, Expenses & Other Charges** section of this disclosure for details).

Please read the following information carefully, then sign and return the attached client acknowledgement with your application.

If you have questions about this annuity, please contact your insurance producer or contact a company representative at 1-866-490-3163.

The Annuity Contract

The Owner

The Owner is the person who has the authority to exercise all rights under the contract. Joint Owners are permitted, and if the contract is owned by joint owners, they have equal ownership rights and both owners must authorize any exercise of ownership rights.

The Annuitant

The Annuitant is the person on whose life the annuity benefit payments are based. The Annuitant may not be changed if this Contract is not owned by a Natural Person. If this Contract is not owned by a Natural Person, the death of the Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

The Beneficiary

The Beneficiary is the person designated to receive the death benefit of the contract.

► What Interest Rate Guarantee Periods are Available?

The Palladium® Multi-Year Guarantee Annuity—NY has four Interest Rate Guarantee Periods (five years, six years, seven years and ten years):

Palladium® MYG 5
Palladium® MYG 7

Palladium® MYG 6
Palladium® MYG 10

► How will the value of my annuity grow?

Your annuity will earn interest at the declared Accumulation Interest Rate (interest rate) for the Interest Rate Guarantee Period selected by you. See page five for the current interest rate we are paying. Following the Interest Rate Guarantee Period, we will credit interest at a rate determined by us annually on each contract anniversary. Interest rates declared after the Interest Rate Guarantee Period may be higher or lower than the current declared interest rate; however, subsequent declared interest rates will never be less than the Minimum Guaranteed Interest Rate specified in your contract.

Please retain this form for your records.

► What is my Annuity Value?

Interest rate Enhancements

Your annuity may also earn an Interest Rate Enhancement of 1.00% during the first contract year. The Interest Rate Enhancement is only available with the 5, 7, or 10 year Interest Rate Guarantee Periods. There are no charges or fees associated with the Interest Rate Enhancement, however the value of the Interest Rate Enhancement is recovered through lower renewal interest rates associated with the enhancement. The Company does not currently offer versions of MYG 5, 7, or 10 without the Interest Rate Enhancement. It is important to note that the cumulative rate of return on this product may or may not exceed the cumulative rate of return on a similar product which does not contain an Interest Rate Enhancement.

Additional Interest

Additionally, as long as the declared interest rate, without an Interest Rate Enhancement, is greater than the Minimum Guaranteed Interest Rate, we may credit additional interest of 0.10% per year for contract with a premium equal or greater than \$100,000. There is no charge for this feature.

► What are the Interest Rates?

All interest rates, including the Interest Rate Enhancement and Additional Interest, are specified as annual effective rates of interest. Interest will be credited to your annuity daily on a compound basis based on a 365 day year. Any withdrawals, including interest only withdrawals, will reduce the amount of interest credited to your contract.

Rate Lock Guarantee

American National Life Insurance Company of New York (the "Company") has rate lock procedures to "lock in" an interest rate while an application is pending. If the rate lock conditions are satisfied, a higher interest rate will be honored even if the Company lowers interest rates after the date of the application. The rate lock conditions are described below:

Cash with Application

To "lock-in" the previous month's interest rate, the application, check and Definition of Replacement form must be signed and dated in the prior month. The application, check and Definition of Replacement must be received within the first three business days of the month.

1035 Exchanges or Transfers of Funds from Non-Insurance Accounts

To "lock-in" the previous month's interest rate, the application must be received within the first three business days of the month. A 60-day rate lock will begin on the date the application is signed. Funds must be received from the other financial institution within the 60-day rate lock period. If multiple premiums are expected, the annuity will not be issued until all funds have been received. If the last premium is received after the expiry of the 60-day rate lock period, the rate lock will not apply to any of the premium. Funds that do not qualify for the 60-day rate lock period include premium from a checking or savings account. On the date of issue, the contract will be credited with the higher rate in effect on the date the Definition of Replacement form was signed or the then-current ("new money") rate in effect.

Benefits

► How do I get annuity benefit payments from my annuity?

Prior to the Maturity Date:

You may take systematic withdrawals from your contract, and these withdrawals may be started at issue or at some predetermined date in the future. The systematic withdrawals can be for a fixed amount or for interest that has accrued on your Annuity Value. In the first contract year withdrawals of all interest earned are free of surrender charges. Beginning in the second contract year and thereafter, up to 10% of the Annuity Value as of the beginning of the contract year may be withdrawn free of surrender charges. A surrender charge will be applied to withdrawals in excess of the free withdrawal amount and is calculated from the surrender charge schedule as discussed in the Fees, Expenses and Other Charges section of this disclosure.

Anytime after the Maturity Date:

You may elect to receive the proceeds of your annuity in a lump sum or in a series of payments if the Annuity Value is at least \$5,000.00. We offer a variety of settlement options:

- Payments for a Fixed Period.
- Payments for a Fixed Period and Life Thereafter.
- Payments for Life Only.
- Payments of a Fixed Amount.

Your financial advisor can help you make the right choice for your needs at the time you elect to receive your annuity proceeds. If you choose a settlement option, only Settlement Options 1 and 4 may be surrendered by requesting the commuted value. Other Settlement Options may be used with our agreement.

► What happens if the Owner dies?

If the Owner dies before distributions under a settlement option have begun:

- The contract may be continued under a Spousal Continuation. If the sole surviving beneficiary is the spouse of the owner, they may elect to become the owner and continue the contract; or
- The Death Benefit of the contract will become payable. The Death Benefit will be the Annuity Value on the date we receive Proof of Death and will be payable first to any existing Joint Owner. If no Joint Owner is present, the Death Benefit will be paid to the Beneficiary(ies).

► What happens after the Annuitant dies?

If the Annuitant dies before distributions under a settlement option have begun:

- You may select a new Annuitant. If the Owner is a natural person, you have the option to select a new Annuitant. If no Annuitant is selected, the youngest Owner will become the Annuitant; or
- The Death Benefit of the contract will become payable. If the Owner is not a natural person, the Death Benefit will be the Annuity Value on the date we receive Proof of Death and may be distributed according to the terms of the contract.

If the Annuitant dies after distributions under a settlement option have begun:

Any remaining guaranteed payments will continue to be made according to the Settlement Option in effect on the date of the Annuitant's death.

Fees, Expenses & Other Charges

Surrender Charges

During the first contract year, you may withdraw interest earnings free of any surrender charges. This annuity has a declining 10 year surrender charge. A charge is taken for any withdrawal in excess of the 10% free withdrawal amount allowed each contract year. The surrender charge reduces the value of your annuity.

Surrender Charge Free Withdrawal Amount

Starting in year two, 10% of the Annuity Value, determined as of the beginning of each contract year, may be withdrawn free of Surrender Charges each year. For qualified contracts: If IRS Required Minimum Distributions are greater than the 10% limit, we will increase the limit to equal the IRS Required Minimum Distributions so you may withdraw them without incurring any Surrender Charges.

At the end of the Interest Rate Guarantee Period, you may take a full surrender without incurring a surrender charge if the surrender is taken within 30 days. After this 30 day period, normal surrender charges apply.

The declining surrender charge is shown in this schedule:

Contract Year	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11+
Surrender Charge	8%	8%	8%	7%	6%	5%	4%	3%	2%	1%	0%

► Do I pay any other fees or charges?

No. There aren't any other fees or charges on this annuity. Also, you pay only one premium for your annuity.

Taxes

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

This will depend on the source of the money you use to purchase your annuity. Federal income tax on annuity earnings is deferred until distributions are taken from the annuity. Also, if your state imposes a premium tax, it may be deducted from the money you receive. You may wish to consult a tax professional for further information.

If you purchase your annuity with qualified funds, such as funds from a qualified retirement plan, tax-sheltered annuities, or other qualified sources, you would not have paid income tax on the money used to purchase the annuity, so the payout you receive will be taxable as income. Distributions taken before age 59 ½ are subject to a 10% tax penalty unless an exception applies. You should seek the advice of a tax advisor.

If you purchase your annuity with non-qualified funds, meaning the money used for the premium(s) did not have any special tax status and would have already been taxed, a portion of the payout you receive will be considered a return of previously taxed principal and excluded from taxation and a portion will be taxed as income.

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 benefit features, and costs of the two annuities. You may incur a surrender charge if you make the exchange before the end of the surrender charge period.

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

There is no additional tax advantage to purchasing an annuity as a part of a qualified plan, other than the tax advantage provided by the qualified plan itself.

Limitations of Waiver of Surrender Charges

The Palladium® Multi-Year Guarantee Annuity—NY contains a Waiver of Surrender Charge provision. It is important to note that the waiver is subject to the following limitations:

Disability

If the original contract owner (any owner in the case of joint owners) is physically disabled for a period of 12 months, the Company will waive the surrender charge for any full surrender, partial surrender, or systematic withdrawal of the contract. This waiver is not available if: 1.) the contract owner is receiving Social Security Disability Benefits on the date the annuity contract is issued; 2.) the contract owner is age 65 or older when the owner becomes disabled; or 3.) the contract owner was diagnosed with a terminal illness prior to or on the date the annuity contract is issued and becomes disabled within the first two contract years.

Confinement

If the original contract owner (any owner in the case of joint owners) is confined for 60 or more consecutive days to a state licensed hospital, convalescent care or hospice facility, no surrender charge will be imposed on any full surrender, partial surrender, or systematic withdrawal of the contract. The contract owner must be age 80 or younger on the date the annuity contract is issued and must have entered the hospital, convalescent care or hospice facility at least 90 days after the annuity contract is issued to be eligible for the Confinement Waiver. This waiver is not available if: 1.) the contract owner is confined to a hospital, convalescent care, or hospice facility on the date the annuity contract is issued; or 2.) this application was signed by a power of attorney.

Under these waivers, the Company will waive the surrender charge upon any full surrender, partial surrender, or systematic withdrawal of the contract up to an aggregate amount of \$250,000 over the lifetime of the contract. This limit applies to all annuity contracts held by the original contract owner with the Company. Contract owners who are corporations, trustees or other non-natural persons are not eligible for these waivers.

Other Information

► What else do I need to know?

- If you choose a settlement option, you will no longer be able to take withdrawals.
- If you choose a non-life contingent settlement option, you will have the option to commute your remaining annuity benefit payments. Life contingent settlement options may not be commuted.
- We may change your annuity contract from time to time to follow federal or state laws and regulations. If we do, we'll tell you about the changes in writing.
- We pay the insurance agent for selling the annuity to you.
- New York gives you 30 days to look at an annuity after you buy it. If you decide during that time that you don't want it, you can return the annuity and get all your money back. Read your contract to learn about your Notice of 30 Day Right to Cancel Contract. If this is a replacement, the right to examine period expires sixty (60) days after the contract is delivered.
- If you did not have a face to face meeting with your agent when purchasing this annuity, you can obtain general information regarding annuities from a free Annuity Buyer's Guide you can request from the Company at

► **NOTE:** This Disclosure Statement is not intended to be a complete explanation of your contract. Please read your contract carefully for more complete details. Contact your insurance agent or the Company with any questions.



Disclosure Statement for the Palladium®
Multi-Year Guarantee Annuity—NY (Client Acknowledgement)
American National Life Insurance Company of New York

NF

Mailing Address Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408
Phone 1-866-490-3163



Page 5 of 6

1 Owner/Annuitant's Statement

I confirm that:

- I am purchasing a Palladium® Multi-Year Guarantee Annuity—NY.
- I have read and understand the Palladium® Multi-Year Guarantee Annuity—NY Product Brochure.
- I have read and understand the Palladium® Multi-Year Guarantee Annuity—NY Disclosure statement consisting of six pages and have kept a copy.
- I acknowledge and understand that if this annuity is used to fund a qualified annuity, withdrawals made prior to the owner's attained age 59 1/2 may incur a 10% federally imposed tax penalty. (Please consult your tax advisor.)
- I understand that the results on any illustration shown to me, other than the guaranteed minimum values, are not guarantees, promises or warranties.
- I acknowledge and understand that this annuity has surrender charges for 10 years; that any withdrawal taken during that time in excess of the 10% free withdrawal amount will incur surrender charges and will reduce the value of my annuity.
- I believe that this product meets my financial needs and objectives. If I am replacing my current annuity, I understand that I may incur surrender charges; that I am subject to a new surrender charge period and I will lose the existing contractual benefits.

I will receive a first year guaranteed interest rate of _____ % for a premium payment of \$100,000 or more (0.10% less when premium received is less than \$100,000) and a base rate of _____ % for the remaining years of the multi-year guarantee period (0.10% less when premium received is less than \$100,000).

Name of Annuitant

X _____
Signature of Owner

Date: Month / Day / Year

X _____
Signature of Joint Owner / Trustee / Partner

Date: Month / Day / Year

2 Insurance Agent's Statement

☐ I certify receipt of \$ _____ given to purchase a Palladium® Multi-Year Guarantee Annuity—NY contract.

☐ 1035 Exchange ☐ Transfer of Funds

I certify that:

- A complete copy of this Disclosure Statement has been provided to the owner; and
- I have reviewed the Disclosure Statement with the Owner and informed the owner of the features of the contract and potential consequences of the transaction both favorable and unfavorable.
- I have not made statements that differ from this material nor have I made any promises about the expected future values of this annuity.

x _____

Signature of Insurance Agent

Insurance Agent PC Number, SSN, or TIN

- **NOTE:**
- A copy of the Client Acknowledgement, Page 5 and 6, must be sent in with application packet. (A complete copy to be left with client).
 - This Disclosure is intended to be used with Form MYGNQ(NY); MYGPQ(NY).

Not FDIC/NCUA insured | Not a deposit | Not insured by any federal government agency | May lose value

REGULATION 60



This packet details the procedures that must be followed on all replacements in the state of New York.

ANNUITIES

- ASIA PLUS 7
- ASIA PLUS 10
- WealthQuest® Citadel 5 Diamond Annuity - NY
- WealthQuest® Citadel 7 Diamond Annuity - NY
- Palladium® Immediate Annuity - NY
- Palladium® Multi-Year Guarantee Annuity - NY
- Century Plus Annuity

LIFE INSURANCE

- Signature Guaranteed Universal Life Insurance
- Signature Indexed Universal Life Insurance - NY
- Signature Plus Indexed Universal Life Insurance - NY
- Executive Universal Life - NY
- ANICO Signature Term Life Insurance - NY
- Signature Whole Life Insurance

New York Regulation 60 Replacement Procedures



Step 1

- ☐ For all New York applications, complete the Definition of Replacement (Form: ANY-112).
If questions 1-6 are all answered NO, continue to Step 2. If any questions are answered YES, skip to Step 3.

Step 2 (Non-Replacement)

- ☐ Complete, sign and date the Definition of Replacement (Form ANY-112)
- ☐ Complete application and all state required forms
- ☐ Leave a copy with the applicant
- ☐ Submit all forms
- ☐ No further action is required

NOTE: All forms should be signed and dated at the same time.

Step 3 (Replacement)

- ☐ Complete, sign and date the following forms:
 - ☐ ANY-112 (Definition of Replacement)
 - ☐ ANY-110 (Important Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts)
 - ☐ ANY-23 (Notification of Potential Replacement and Authorization to Release Information) NOTE: ANY-23 must be submitted for each policy being replaced.
 - ☐ ANY-24-IM **or** ANY-24-ML (Verification of Sales Material in a Replacement Situation)
 - ☐ Include illustration with ANY-24
 - ☐ Include most recent annual or quarterly statement for each policy being replaced
 - ☐ Complete application and all other state required forms
- ☐ Leave a copy with the applicant
- ☐ Submit all forms listed above

NOTE: All forms should be signed and dated at the same time.

Step 4 (Processed by American National)

- ☐ Upon receipt of all required forms in good order, American National will forward ANY-23 to the Existing Insurer. American National will give the Existing Insurer 20 days to provide the requested information.
- ☐ If the requested information is not received in 20 days, American National will continue to step 5.

Continued on next page

Step 5 (Disclosure Statement-Processed by American National and Agent)

- ☐ Upon receipt of replacement information from Existing Insurer, American National will complete the appropriate Disclosure Statement (Form ANY-111 or ANY-113). **Note:** if American National has not received the requested information from the Existing Insurer within 20 days the company will use good faith approximates, based on information obtained from the provided Annual or Quarterly statement.
- ☐ American National forwards and the completed Disclosure Statement (Form ANY-111 or ANY-113) to the Agent. If applying for an annuity, the Confirmation of Recommendation (ANY-11125) will also be sent by American National.
- ☐ Agent completes the Agent Statement section of the Disclosure Statement (Form ANY-111 or ANY-113) and signs the Confirmation of Recommendation (ANY-11125), confirming their continued recommendation of the product, and returns both forms to American National. **Note:** Applicant's signature is not required.

IMPORTANT: The policy will NOT be issued until the Agent signs and returns the completed Disclosure Statement (Form ANY-111 or ANY-113) AND the Confirmation of Recommendation (ANY-11125).

Upon receipt of the signed and completed Disclosure Statement, and good order completion of underwriting and/or outstanding requirements, the policy will be issued. The Disclosure Statement will be included with the Policy Packet and mailed to the Agent for delivery to the Applicant.

Life Forms - May be submitted by mail, email, or fax to:

Mail:

American National Life Insurance Company of New York
Mail Processing Center
P.O. Box 4408
Springfield MO 65808-4408

Email: ANICONYLIFE@AmericanNational.com

Fax: 281-538-6727

Annuity Forms - Must be submitted as originals. Please submit all Regulation 60 forms along with the application to:

American National Life Insurance Company of New York
Mail Processing Center
P.O. Box 4408
Springfield MO 65808-4408

Note: If requested, any additional annuity Regulation 60 correspondence may be submitted by email or fax to:

Email: ANICONYANNUITY@AmericanNational.com

Fax: 281-535-4623

Additional Information:

If an application or other required forms are not submitted accurately or are incomplete, American National will notify the agent of the deficiency. If the deficiency is not corrected within ten (10) days of receipt of the application, the application must be rejected. In the event the life insurance policy or annuity contract is issued differently than applied for, the Disclosure Statement will reflect the correct values.

American National Life Insurance Company of New York. **For Agent Use Only; Not for Distribution or Use with Consumers.**





Appendix 11

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK



page 1 of 2

Mailing Address:

Mail Processing Center, Life Insurance Administration, 1949 E Sunshine St, Springfield, MO 65899-0001

Business: (866) 490-3163

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND.

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

- (1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED?
YES _____ NO _____
- (2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES? YES _____ NO _____
- (3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE? YES _____ NO _____
- (4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES?
YES _____ NO _____
- (5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES? YES _____ NO _____
- (6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID? YES _____ NO _____



IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION NO. 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH THE **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. YOU WILL ALSO RECEIVE A COMPLETED DISCLOSURE STATEMENT NO LATER THAN THE TIME YOUR NEW POLICY OR NEW CONTRACT IS DELIVERED.

_____ DATE	_____ SIGNATURE OF APPLICANT	_____ PRINTED NAME
---------------	---------------------------------	-----------------------

_____ DATE	_____ SIGNATURE OF APPLICANT	_____ PRINTED NAME
---------------	---------------------------------	-----------------------

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION:

YES _____ NO _____

_____ DATE	_____ SIGNATURE OF AGENT OR BROKER	_____ PRINTED NAME
---------------	---------------------------------------	-----------------------



Appendix 10C

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK



page 1 of 2

Mailing Address:

Mail Processing Center, Life Insurance Administration, 1949 E Sunshine St, Springfield, MO 65899-0001

Business: (866) 490-3163

**DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
IMPORTANT NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE
INSURANCE POLICIES OR ANNUITY CONTRACTS**

THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY 11 NYCRR PART 51 (INSURANCE REGULATION 60)

YOU ARE CONTEMPLATING THE PURCHASE OF A LIFE INSURANCE POLICY OR ANNUITY CONTRACT IN CONNECTION WITH THE SURRENDER, LAPSE OR CHANGE OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. THE AGENT OR BROKER IS REQUIRED TO GIVE YOU THIS NOTICE. A SIGNED DISCLOSURE STATEMENT WILL ALSO BE PROVIDED TO YOU CONTAINING THE SUMMARY RESULT COMPARISON FOR THE NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT AND ANY LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO BE CHANGED THAT SETS FORTH THE FACTS OF THE TRANSACTION AND ITS ADVANTAGES AND DISADVANTAGES TO YOU. YOUR DECISION COULD BE A GOOD ONE - OR A MISTAKE - SO MAKE SURE YOU UNDERSTAND THE FACTS. YOU SHOULD:

1. CAREFULLY STUDY THE DISCLOSURE STATEMENT, WHICH INCLUDES A SUMMARY RESULT COMPARISON, UNTIL YOU ARE SURE YOU UNDERSTAND FULLY THE EFFECT OF THE TRANSACTION. **THE DISCLOSURE STATEMENT IS REQUIRED TO BE PROVIDED TO YOU NO LATER THAN UPON DELIVERY OF THE POLICY OR CONTRACT.**
2. ASK THE COMPANY, AGENT OR BROKER FROM WHOM YOU BOUGHT YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO REVIEW WITH YOU THE TRANSACTION. YOU MAY BE ABLE TO EFFECT THE CHANGES YOU DESIRE MORE ADVANTAGEOUSLY WITH THEM.
3. CONSULT YOUR TAX ADVISOR. THERE MAY BE UNFAVORABLE TAX IMPLICATIONS ASSOCIATED WITH THE CONTEMPLATED CHANGES TO YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

As a general rule, it is often not advantageous to drop or change existing coverage in favor of new coverage, whether issued by the same or a different insurance company. Some of the reasons it may be disadvantageous are:

1. The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
2. Since the initial costs of a life insurance policy are charged against the cash value increases in the earlier life insurance policy years, the replacement of an old life insurance policy by a new one results in the policyholder sustaining the burden of these costs twice. Annuity contracts usually contain provision for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.
3. The incontestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.



4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.
5. There may have been changes in your health since the purchase of the existing coverage.
6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.

YOU HAVE THE RIGHT, WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT, TO RETURN IT TO THE INSURER AND RECEIVE AN UNCONDITIONAL FULL REFUND OF ALL PREMIUMS OR CONSIDERATIONS PAID ON IT, OR IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, A PAYMENT OF THE CASH SURRENDER BENEFITS PROVIDED UNDER THE POLICY OR CONTRACT, PLUS THE AMOUNT OF ALL FEES AND OTHER CHARGES DEDUCTED FROM GROSS CONSIDERATIONS OR IMPOSED UNDER THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, AND MAY HAVE THE RIGHT TO REINSTATE OR RESTORE ANY LIFE INSURANCE POLICIES AND ANNUITY CONTRACTS THAT WERE SURRENDERED, LAPSED OR CHANGED IN THE TRANSACTION TO THEIR FORMER STATUS TO THE EXTENT POSSIBLE AND IN ACCORDANCE WITH THE INSURER'S PUBLISHED REINSTATEMENT RULES TO THE EXTENT SUCH RULES ARE NOT INCONSISTENT WITH THE PROVISIONS OF 11 NYCRR PART 51 (INSURANCE REGULATION 60).

IMPORTANT: THIS RIGHT SHOULD NOT BE VIEWED AS REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT TO THE SAME CONDITION AS IF IT HAD NEVER BEEN REPLACED. THERE MAY BE CONSEQUENCES IN REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT, INCLUDING BUT NOT LIMITED TO:

- * THE RIGHT TO REINSTATE OR RESTORE YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT APPLIES ONLY TO COMPANIES SUBJECT TO NEW YORK STATE INSURANCE LAWS;
- * YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT IS SUBJECT TO YOUR SPECIFIC COMPANY'S REINSTATEMENT RULES, WHICH MAY VARY FROM COMPANY TO COMPANY. THESE RULES MAY REQUIRE PAYMENT OF BOTH PREMIUM AND INTEREST; HOWEVER, YOU WILL NOT BE SUBJECT TO EVIDENCE OF INSURABILITY, OR A NEW CONTESTABLE OR SUICIDE PERIOD;
- * YOU MAY NOT RECEIVE THE INTEREST OR INVESTMENT PERFORMANCE DURING THE PERIOD THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT WAS REPLACED; AND
- * THERE MAY BE UNFAVORABLE FEDERAL INCOME TAX CONSEQUENCES AS A RESULT OF THE REINSTATEMENT OF YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT.

IMPORTANT: IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, THE VALUE OF THE POLICY OR CONTRACT MAY INCREASE OR DECREASE DURING THE 60 DAY PERIOD DEPENDING ON THE PERFORMANCE OF THE UNDERLYING INVESTMENTS, WHICH MAY EFFECT THE VALUE OF THE REFUND YOU RECEIVE.

I HEREBY ACKNOWLEDGE THAT I READ THE ABOVE "IMPORTANT NOTICE" AND HAVE RECEIVED A COPY OF SAME.

DATE: _____ SIGNATURE OF APPLICANT: _____

DATE: _____ SIGNATURE OF APPLICANT: _____



Verification of Sales Material in a Replacement Situation

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

page 1 of 1

Mailing Address:
Mailing Processing Center, P.O. Box 4408, Springfield, MO 65808-4408
Business: (866) 490-3163

If the proposed contract has been identified as "replacement", please indicate below all sales material used with the client in the sale of this contract. If an item is not listed, a copy of it should be submitted with the application.

NAME OF APPLICANT: _____

ANNUITIES:

ASIA PLUS 7 Annuity

- ☐ Brochure (Form ANY-10773)
- ☐ ASIA PLUS 7 Disclosure (Form ANY-10635)
- ☐ EIA Disclosure (Form ANY-208)
- ☐ Rate Lock Procedure (Form ANY-10789)
- ☐ Illustration

ASIA PLUS 10 Annuity

- ☐ Brochure (Form ANY-10774)
- ☐ ASIA PLUS 7 Disclosure (Form ANY-10636)
- ☐ EIA Disclosure (Form ANY-208)
- ☐ Rate Lock Procedure (Form ANY-10789)
- ☐ Illustration

WealthQuest Citadel 5 Diamond Annuity - NY

- ☐ Brochure (Form 10593)
- ☐ Disclosure (Form ANY-11601)
- ☐ Illustration

WealthQuest Citadel 7 Diamond Annuity - NY

- ☐ Brochure (Form 10597)
- ☐ Disclosure (Form ANY-11602)
- ☐ Illustration

Palladium Multi-Year Guarantee Annuity - NY

- ☐ Brochure (Form 4884)
- ☐ Disclosure (Form ANY-4888-2)
- ☐ Illustration

Palladium Immediate Annuity - NY

- ☐ Brochure (Form 10273)
- ☐ Disclosure (Form ANY-10275-2)
- ☐ Illustration

Century Plus Annuity - NY

- ☐ Brochure (Form 11011)
- ☐ Disclosure (Form ANY-11012)
- ☐ Illustration

LIFE INSURANCE:

Signature Guaranteed Universal Life Insurance

- ☐ Brochure (Form 10801)
- ☐ Proposal

Signature Guaranteed Universal Life Insurance - Simplified Issue

- ☐ Brochure (Form 10915)
- ☐ Proposal

Executive Universal Life Insurance - NY

- ☐ Brochure (Form 10174)
- ☐ Illustration

ANICO Signature Term Life Insurance - NY

- ☐ Brochure (Form 10531)

Signature Indexed Universal Life Insurance - NY

- ☐ Brochure (Form 10694)
- ☐ Equity Indexed Disclosure (Form ANY-72)
- ☐ Illustration

Signature Plus Indexed Universal Life Insurance - NY

- ☐ Brochure (Form 10825)
- ☐ Equity Indexed Disclosure (Form ANY-72)
- ☐ Illustration

Signature Whole Life Insurance

- ☐ Brochure (Form 10916)
- ☐ Illustration

OTHER SALES MATERIAL - LIST HERE:

I verify that all sales material used in the sale and writing of this application is contained in the above list, that copies of any sales material used but not listed above are attached and that this replacement is within American National Life Insurance Company of New York's written position with respect to the acceptability of replacements.

Agent Name: _____ Agent Code: _____

Agent Signature: _____ Date: _____



Notification of Potential Replacement and Authorization to Release Information
AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

F

page 1 of 3

Mailing Address:
Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408
Business: (866) 490-3163



Section 1. Existing Insurer's Information

(Please provide the Reg60 Contact address for the company being replaced listed on the New York State Department of Financial Services website, <http://www.dfs.ny.gov/insurance/reg60/reg60contacts.htm>.)

Company Name: _____

Attention: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Policy/Contract Owner(s) Name, DOB, Address: _____

Policy/Contract Number(s): _____

Section 2. Replacing Agent's/Broker's Information

Agent/Broker's Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

(To be completed by American National Home Office)

ANICONY Contract Number: _____

ANICONY Product Applying For: _____ Qualified ☐ or Non-Qualified ☐

Immediate ☐ or Deferred ☐

Section 3. Authorization to Release Information

The policy/contract listed above may be replaced. By signing below, the contract owner(s) authorizes and request the above named replacing agent and American National Life Insurance Company of New York to obtain account information from the current insurer related to the existing life insurance policy or annuity contract. Please provide the information, on the above named policy/contract, necessary to complete the "Disclosure Statement".

Signature of Owner: _____ Date: _____

Signature of Owner: _____ Date: _____



Annuity Contracts	Policy # 1	Policy # 2
Policy Number:		
Name of Insured(s)		
Name of Policyowner(s):		
*Type of Annuity:		
Issue Date:		
Current Interest Rate:		
Guaranteed Interest Rate:		
Account Value:		
Surrender Charge (Amt):		
Plus/Minus MVA (if any) (Amt):		
Surrender Value:		
<i>If variable use hypothetical rates of returns 0%, 6%, 12%</i>		
SV @ Guar Rate in 5 yrs:		
SV @ Guar Rate in 10 yrs:		
SV @ Current Rate in 5 yrs:		
SV @ Current Rate in 10 yrs:		
DB @ Guar Rate in 5 yrs:		
DB @ Guar Rate in 10 yrs:		
DB @ Current Rate in 5 yrs:		
DB @ Current Rate in 10 yrs:		
Life Contracts	Policy # 1	Policy # 2
Policy Number:		
Name of Insured(s)		
Name of Policyowner(s):		
Type of Life Product:		
Face Amount:		
Rider (s) Type and Amount:		
Issue Date:		
Surrender Charge: (amt)		
Guaranteed Interest Rate:		
Loan Interest Rate:		
Contestable Expiry Date:		
Suicide Expiry Date:		
DB Reduction to: (Face)		
Reduced Paid-Up For: (Face)		
Extended Term For: (Date)		
Cash Release at Time of Change Date and Amount:		
Annual Premium Amt At Present:		
5 Years Hence:		
10 Years Hence:		



Surrender Value At Present: 5 Years Hence: 10 Years Hence:		
Death Benefit At Present: 5 Years Hence: 10 Years Hence:		
Dividends At Present: 5 Years Hence: 10 Years Hence:		

*If the existing contract is a deferred annuity, please provide details regarding the guaranteed immediate income options available under the existing policy including the monthly payout amounts available under each option.

New York Rate Lock Procedures



American National Life Insurance Company of New York has rate lock provisions in place to allow our customers and agents time to secure the best rates in effect. American National Life Insurance Company of New York issues fixed deferred and immediate annuities upon receipt of all premium(s) and paperwork in good order. "Good Order" means that 1) all required forms are properly completed and signed and 2) the agent is licensed and appointed. Paperwork deemed to be not in good order will result in delays in the annuity being issued.

The effective date of a fixed deferred or immediate annuity will be the date the premium is received at American National Life Insurance Company of New York. If more than one premium is received, the effective date of the policy will be the date the last premium is received.

Cash with Application ("CWA")

- To "lock-in" the previous month's interest rate, the application, check, and Definition of Replacement form must be signed and dated in the prior month. The application, check, and Definition of Replacement form must be received within the first three business days of the month. Applications received after the third business day of the month will receive the then-current ("new money") rates.
- To "lock-in" a quote for a single premium immediate annuity, the application, illustration, check, and Definition of Replacement form must be received within seven days from the date the illustration was prepared. Applications received beyond the seventh day will receive annuity payments based upon current calculations in effect on the date of issue.

Wires

- To "lock-in" the previous month's interest rate, the application and Definition of Replacement form must be signed and dated in the prior month. The application, Definition of Replacement form, and wire must be received within the first three business days of the month. Applications received after the third business day of the month will receive the then-current ("new money") rates.

Continued on next page

For Agent Use Only; Not for Distribution or Use with Consumers.

American National Life Insurance Company of New York

1035 Exchange, Transfer, Rollover, or Transfer of Funds from Non-Insurance Accounts to Non-Qualified Annuities

- To “lock-in” the previous month’s interest rate, the application must be received within the first three business days of the month. A 60-day rate lock period begins on the date the application is signed.
- A 60-day rate lock period will apply to 1035 exchanges, transfers, rollovers, and transfer of funds from non-insurance accounts to non-qualified annuities. The request may be initiated by the agent, client, or American National Life Insurance Company of New York.
- If multiple premiums are expected, the annuity will not be issued until all premiums have been received. If the last premium is received after the expiry of the 60-day rate lock period, the rate lock will not apply to any of the premium.
- Transferred funds from non-qualified Non-Insurance funds which would qualify for the 60-day rate lock period include Mutual Fund Shares, Certificates of Deposit, Brokerage Accounts, or any other financial institution funds. Non-qualified funds which would not qualify for the 60-day rate lock period include premium from a checking or savings accounts.
- On the date of issue, the contract will be credited with the higher rate in effect on the date the Definition of Replacement form was signed or the then-current (“new money”) rate in effect. Premium(s) received after the expiry of the 60-day rate lock will receive the then-current (“new money”) rates. Rates that are in effect for any period between the application date and the issue date are not considered.

The rate which American National Life Insurance Company of New York will lock varies by product.

- **Fixed Deferred Annuities** – The rate lock date will be the date that produces the greater declared accumulation interest rate. The annuity will be issued with the greater declared accumulation interest rate in effect on the date the Definition of Replacement form was signed or on the date of issue.
- **Single Premium Immediate Annuities** – The rate lock will be based on the highest annuity payment calculated on the date the Definition of Replacement form was signed or on the date of issue.
- **Indexed Annuity** – The rate lock will be based on the crediting factors in effect on the date the contract is issued. If the annuity is a replacement or exchange, please see the rate lock procedures for ASIA PLUS (Form ANY-10789).

American National Life Insurance Company of New York, Glenmont, New York
For Agent Use Only; Not for Distribution or Use with Consumers.





Non-Qualified Transfer and 1035 Exchange Request
AMERICAN NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

NF

page 1 of 3

Mailing Address:
Mail Processing Center, P.O. Box 4408, Springfield, MO 65808-4408
Business: (866) 490-3163



Complete this form for Non-Qualified Accounts Only

1. Funds Coming From

CHECK ONE:

☐ **New Sale** ☐ **Existing Policy/Contract/Account Number:** _____

Transfer Company Policy/Contract/Account Information:

Transfer Company Name: _____ **Transfer Company Phone Number:** _____ **Transfer Company Fax Number:** _____

Transfer Company Address: Number/Street _____ **City** _____ **State** _____ **Zip** _____

Name of Insured/Annuitant*: _____ **Social Security Number:** _____

Name of Owner: _____ **Social Security Number:** _____

Name of Joint Owner: _____ **Social Security Number:** _____

Policy/Contract/Account Number with Transfer Company: _____

***Joint Annuitants are Only Accepted on Immediate Annuities**

2. Authorization for 1035 Exchange, Non-Qualified Policy/Contract/Account Only

I/We direct the Institution named above to liquidate and transfer the assets to American National Life Insurance Company of New York in order to set up a Non-Qualified account: *(Must Specify)*

☐ **Immediately** ☐ **Upon Maturity:** ____/____/____

☐ **Full 1035 Exchange** \$ _____

The Assignor hereby designates American National Life Insurance Company of New York as beneficiary of the above policy/contract/account.

Immediately following the above beneficiary designation, Assignor does hereby assign and transfer without exceptions, limitations or reservation to American National Life Insurance Company of New York all assignable benefits, interest, property, rights, claims, options, privileges, obligations and title in the policy/contract in exchange for a new policy/contract as described in Assignor's application to American National Life Insurance Company of New York for such policy/contract.

Assignor and American National Life Insurance Company of New York expressly represent and recognize that the sole purpose of this assignment is to affect an exchange of insurance policies/contracts. Assignor represents and agrees that Assignor has consulted his/her own tax advisor regarding the tax consequences of this transaction. Assignor represents and agrees that American National Life Insurance Company of New York has made no representations concerning Assignor's tax treatment under Internal Revenue Code Section 1035 or otherwise as a result of this transaction. American National Life Insurance Company of New York assumes no responsibility or liability for the assignor's tax treatment under Internal Revenue Code Section 1035(a) or otherwise as a result of this transaction.

☐ **Partial 1035 Exchange** ☐ \$ _____ ☐ _____ %

I understand the Internal Revenue Service may take the position that an exchange of a portion of an existing life insurance policy/annuity contract for a new life insurance policy or an annuity contract, or the exchange of a portion of an existing life insurance or annuity contract for a new life insurance policy or annuity contract, does not qualify as a valid exchange under Section 1035 of the Internal Revenue Code. I understand, acknowledge, and agree that American National Life Insurance Company of New York assumes no liability or responsibility for any tax consequences associated with the proposed partial exchange.

Please complete the information below if 1035 Exchange includes loan value:

\$ _____ **Amount of 1035 Exchange** \$ _____ **Amount of loan included in 1035 Exchange**
(Not available with all products)

Appropriate loan form must be submitted with the application if transferring loan value.



3. Non-Qualified Transfer of Funds (Non-1035 Exchange)

I/We direct the Institution named above to liquidate and transfer the assets to American National Life Insurance Company of New York in order to set up a Non-Qualified policy/contract: *(Must Specify)*

☐ Immediately

☐ Upon Maturity: ____/____/____

☐ **Mutual Funds Shares**

☐ **Certificate of Deposit**

☐ **Brokerage Account**

☐ **Money Market**

☐ **Other** _____

I wish to liquidate and transfer:

☐ **Entire Value**

☐ **Partial Value, in the amount of \$ _____ or _____% of the above referenced policy/contract/account directly to the receiving company**

4. Policy/Contract/Account Statement

☐ Policy/Contract/Account Included *(If contract is not lost, please submit with this form.)*

☐ Certificate of Lost Policy/Contract/Account

I/We certify that the above numbered policy/contract/account has been lost or destroyed and to the best of my/our knowledge and belief, is not in anyone's possession.

5. Special Instructions

6. Signatures

I/We agree that (1) American National Life Insurance Company of New York is participating in this transaction at my specific request and as an accommodation to me; (2) American National Life Insurance Company of New York and its representatives make no representation concerning treatment under IRC Section 1035(a) or otherwise; (3) American National Life Insurance Company of New York assumes no responsibility nor any liability for the validity of this transaction or for the tax treatment under IRC Section 1035(a) and assumes that I/We consulted a tax advisor; (4) No person, firm, or corporation has a legal or equitable interest under the above referenced policy/contract/account, except the undersigned, and no proceedings of either a legal or equitable nature have been instituted or are pending against the undersigned or involving the above referenced policy/contract/account; and (5) the full-partial distribution from my existing policy/contract/account may be subject to surrender charges.

I/We authorize the transaction described above.

For the benefit of: _____

Date at _____ this _____ day of _____, _____
(City, State)

x _____
Signature of Insured/Annuitant

x _____
Signature of Joint Annuitant (for Immediate Annuities)

x _____
Signature of Owner (if other than Annuitant)

x _____
Signature of Joint Owner (if other than Annuitant)

x _____
Signature of Guarantee (if Required)

x _____
Signature of Agent

x _____
Signature of Witness

x _____
Signature of Witness

**7. Acceptance** *(To be completed by American National Life Insurance Company of New York)*

The authorized signature below certifies acceptance of the assignment and surrender or transfer of funds as instructed in this request. After deducting any sums as are permitted under the plan, please complete this transaction and send a check with a copy of this form to:

☐ **New York Unit**

American National Life Insurance Company of New York
P.O. Box 4408
Springfield, MO 65808-4408
Phone Number: 1-866-490-3163

If shipping via overnight service:

American National Life Insurance Company of New York
Mail Processing Center
Attn: New York Unit 4408
1949 E. Sunshine St.
Springfield, MO 65899-0001

Please make check payable to: American National Life Insurance Company of New York

By _____ Date _____
(Signature/Title)

For all 1035 Exchanges, please provide the Cost Basis Information for the current policy/contract/account.



RV 07-17



4. Complete This Section for Direct Rollover Requests

Direct Rollover into a Traditional IRA, 403(b) Plan, 457(b) Plan, or other qualified plan.

As owner of the policy, contract, or account indicated in Section 1, I hereby request a direct rollover of my:

- ☐ Individual Retirement Annuity (IRC Section 408)
☐ Governmental 457 Deferred Compensation Plan
☐ SEP IRA

- ☐ Tax-Sheltered Annuity (IRC Section 403(b))
☐ Qualified Employer Plan (IRC Section 401)
☐ ROTH IRA

into an

- ☐ Individual Retirement Annuity (IRC Section 408)
☐ Governmental 457 Deferred Compensation Plan

- ☐ Tax-Sheltered Annuity (IRC Section 403(b))
☐ SEP IRA ☐ ROTH IRA

I understand the rules and conditions applicable to direct rollovers and certify that I qualify for a direct rollover of the funds or assets listed above. Due to the important tax consequences of rolling funds over to an IRA or other qualified plan, I have been advised to see a tax advisor.

I hereby request payment from the plan designated above in the form of a direct rollover. I assume full responsibility for this direct rollover transaction and will not hold the Plan Administrator, Trustee, or Custodian of either the distributing or receiving plans liable for any adverse consequences that may result.

I hereby irrevocably designate this contribution of funds and/or property indicated above as a direct rollover contribution.

 Signature of Owner

 Date

 Signature of Witness

 Date

 Signature of Agent

 Date

5. Policy/Contract/Account Statement

- ☐ Policy/Contract/Account Included *If policy/contract/account is not lost, please submit with this form.*
☐ Certificate of Lost Policy/Contract/Account

I certify that the above numbered policy/contract/account has been lost or destroyed and to the best of my knowledge and belief, is not in anyone's possession.

6. Required Minimum Distribution (RMD) Information

If you have attained age 70 ½, the IRS requires annual minimum distribution from your qualified account(s). If this rollover is being made during or after the first year for which you must take a required minimum distribution, you may not roll over any distribution, which would constitute a required minimum distribution from the distributing plan.

7. Special Instructions



8. Acceptance of Funds *(To be completed by American National Life Insurance Company of New York)*

This is to certify that American National Life Insurance Company of New York will accept the funds to establish a qualified annuity. Please do not withhold any taxes from the amount being transferred.

☐ **New York Unit**

American National Life Insurance Company of New York

P.O. Box 4408
Springfield, MO 65808-4408
1-866-490-3163

If shipping via overnight service:

American National Life Insurance Company of New York
Mail Processing Center
Attn: New York Unit 4408
1949 E. Sunshine St.
Springfield, MO 65899-0001

Please make check payable to: American National Life Insurance Company of New York

By _____ Date _____
(Signature/Title)

Definitions

Qualified Retirement Plans – Tax-qualified retirement plans may include pension, profit-sharing plan, 401(k), 403(b) Tax Sheltered Annuity (TSA), Simplified Employee Pension (SEP) Plan, Keogh, Traditional or Roth Individual Retirement Account (IRA).

Trustee-to-Trustee/Direct Rollover Transfers – The Trustee-to-Trustee transfer is the transfer of funds from one Qualified Retirement Plan to another Qualified Retirement Plan. A Direct Rollover is the movement of funds from an Employer's Qualified Retirement Plan directly to an IRA with a new trustee. In both instances, the plan participant does not take actual or constructive receipt of the funds, and the check is made payable and sent to the new trustee.

Trustee-to-Trustee transfers are non-reportable events. Direct rollovers are reported to the IRS by the employee plan trustee and coded as a direct rollover. Both the trustee-to-trustee transfers and the direct rollovers are different than 60-day rollovers in that the IRS allows more than one transfer/direct rollover within a year. Direct rollovers are not subject to mandatory tax withholdings.

Note – If a lump-sum distribution of funds is taken from a tax-qualified employee retirement benefit plan and the plan participant does not choose to use a direct rollover, the employer could be required to withhold 20 percent (20%) for taxes. For this reason, direct rollovers are the preferred method of moving tax-qualified employee retirement benefit plan funds.

60-Day Rollovers – A tax-qualified 60-day rollover is the tax-free transfer of funds from one Qualified Retirement Plan to another Qualified Retirement Plan with the participant taking actual or constructive receipt of the funds. The check is made payable to the plan participant. The plan participant has 60 days to deposit these funds into another Qualified Retirement Plan or the distribution will be taxable. Plan participants can make one 60-day rollover of funds within a 12-month period. A tax-qualified 60-day rollover from a tax-qualified plan could be subject to mandatory tax withholding by the plan.

Policy may be referred to as "contract" or "certificate" in some states.