



## West Virginia Application

This application includes all forms needed to apply for Single Premium Endowment to Age 110.

Thank you for your interest in writing business with Assurity Life Insurance Company.

To enable us to process your application more quickly, please review the following checklist:

- ✓ To comply with state regulations and protect your interest, you must be properly licensed and appointed by Assurity in the policy Owner's\* "State of Residence".
- ✓ Use the appropriate application for the state in which the policy Owner\* resides. Applications and state forms may be ordered from Legacy.
- ✓ Print the application in black ink for faxing and photo copying purposes.
- ✓ Please verify that all questions on the application are answered.
- ✓ Obtain all required signatures.
- ✓ Have the Proposed Insured initial any changes. (Corrections with white correction fluid are not acceptable.)
- ✓ Review the Conditional Receipt for collection limits. (If Proposed Insured has a history of heart trouble, stroke, or cancer, do not collect the initial premium.)
- ✓ Complete appropriate replacement form:  
External: LIFE Repl-WV-99 (Exhibits A, C and D)  
Internal: LIFE Repl-WV-99 (Exhibits B, C and D)
- ✓ **If faxing directly to Legacy, fax to 402-493-3507**
- ✓ **If mailing directly to Legacy, address to: Legacy Insurance Services, Inc. of America  
741 N 120<sup>th</sup> Street  
Omaha NE 68154-4212**

# Insurance Application to Assurity Life Insurance

I represent that these statements are true and complete to the best of my knowledge and belief. I agree that this application will be the basis for and part of the policy that is issued; and that coverage will begin on the effective date in the policy if the premium has been paid during the Proposed Insured's lifetime and while his/her insurability remains as stated on this application

## A. General Information on the Proposed Insured

|   |                 |                           |        |                     |  |                                 |           |
|---|-----------------|---------------------------|--------|---------------------|--|---------------------------------|-----------|
| 1. A. Proposed Insured's Full Name (please print)   | B. Sex          | C. Date of Birth          | D. Age | E. Birthplace       | F. Social Security No.                   | G. Height                       | H. Weight |
| I. Residence Address  | J. City         | K. State                  | L. Zip | M. Telephone Number | N. Occupation                            |                                 |           |
| 2. A. Name and Address of Personal Physician  |                 |                           |        |                     |  | B. Physician's Telephone Number |           |
| 3. A. Primary Beneficiary   | B. Relationship | C. Address                |        |                     |  |                                 |           |
| 4. A. Contingent Beneficiary  | B. Relationship | C. Address                |        |                     |  |                                 |           |
| 5. A. Owner (if other than the Proposed Insured)  | B. Relationship | C. Social Security Number |        |                     |  | D. Date of Birth                |           |
| 6. Is this policy being purchased to replace any existing insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(If Yes, or "1035 Exchange", list company, policy number and address.) |                 |                           |        |                     |  |                                 |           |
| 7. A. Plan: <b>Single Premium Whole Life</b><br><input type="checkbox"/> Accidental Death Benefit Rider<br><input type="checkbox"/> Single Premium Whole Life – Last Survivor                           |                 | B. Face Amount            |        |                     | D. Premium Mode<br><b>Single Premium</b> |                                 |           |
|   |                 | C. Amount Paid            |        |                     |  |                                 |           |

## B. Health History

- |  |                          | Yes                      | No                       |
|--|--------------------------|--------------------------|--------------------------|
| 1. Has the Proposed Insured:   |                          |                          |                          |
| a. Been diagnosed by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)? .....    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Tested positive for antibodies to the AIDS virus or been advised not to give blood? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the Proposed Insured consulted a physician or been treated (including prescription medications) within the past five (5) years for:     |                          |                          |                          |
| a. Cancer, leukemia or melanoma, systemic lupus, or has the Proposed Insured had more than one occurrence of cancer in his/her lifetime? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Heart disease, heart surgery, stroke or any heart or circulatory disorder (except high blood pressure under control by medication)? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Diabetes, kidney disease, liver disease or organ transplant? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Emphysema or any other lung disorder requiring oxygen? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Alzheimer's Disease, dementia, nervous disorder or mental disorder? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the Proposed Insured currently under treatment or taking prescription medication? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the Proposed Insured ever sought treatment for alcoholism or drug abuse? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has the Proposed Insured had life or health insurance declined, non-renewed, rated, modified, postponed or cancelled? .....                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is the Proposed Insured bedridden at home or confined to a hospital, nursing home or long-term care facility? .....                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the Proposed Insured used any form of tobacco or nicotine-based products in the last 12 months? .....                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Give complete details in the space provided below for all questions answered Yes. Attach separate sheet if necessary and be sure it is signed and dated.**

| Question Number | Date(s) of Treatment | Provide reason(s) for consultation(s), names(s) and addresses and phone number(s) of physician(s) and include details of treatment prescribed, result(s) of consultation(s), and medication(s) prescribed. |
|-----------------|----------------------|--|
|                 |                      |  |
|                 |                      |  |
|                 |                      |  |

- 8. Has the Proposed Insured engaged in or plan to engage in flying as a pilot, student, or crew member, underwater diving, hang gliding, ultralight flying, skydiving, parachuting, ballooning, bungee jumping or mountain or rock climbing?
- 9. Does the Proposed Insured currently have an application for insurance pending with any other company?    
If Yes, please explain: \_\_\_\_\_
- 10. List life insurance and annuity policies in force on the life of the Proposed Insured:

| Company | Policy Number | Year Issued | Plan | Amount | ADB Amount | Replaced |
|---------|---------------|-------------|------|--------|------------|----------|
|         |               |             |      |        |            |          |
|         |               |             |      |        |            |          |
|         |               |             |      |        |            |          |
|         |               |             |      |        |            |          |

I (WE) AGREE THAT

- A. I (We) have read the above questions and answers and declare that they are complete and true to the best of my (our) knowledge and belief. I (We) agree that this application (Part I – General Section, pages 1 and 2, Part II – Medical (if required), Traditional Product Life Section/ Flexible Premium Universal Life Section, and Avocation Questionnaire (if required)) shall form a part of the policy if attached thereto.
- B. In the event the first full premium on the policy applied for is paid upon the date of this application, the insurance under such policy shall take effect as provided in the Conditional Receipt delivered by the Company’s agent in exchange for such payment.
- C. In the event the first full premium on the policy applied for is not paid upon the date of this application, the insurance under such policy shall not take effect unless the application is approved by the Company at its Home Office, such policy issued and delivered to the Proposed Insured/Owner, and such first full premium paid during the Proposed Insured’s lifetime and continued good health and the lifetime and continued good health of any other person(s) covered under the policy, and when such approval, issue, delivery, and payment have occurred, the insurance under such policy shall take effect as of the date of issue specified in the policy.
- D. No agent or medical examiner has power or is authorized to change or waive any term, provision or condition of this application, the Conditional Receipt, or the policy applied for, or to pass upon or approve insurability of any person for whom insurance is applied for.

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

Witnessed by \_\_\_\_\_ **X** \_\_\_\_\_  
 Licensed Resident Agent Signature of Proposed Insured

Agency No. \_\_\_\_\_ **X** \_\_\_\_\_  
 Signature of owner (if not Proposed Insured)

**Agreement for the Purchase of Annuity**

I understand that if I do not qualify for the Life Insurance applied for above, the Company will issue an annuity contract under

Plan \_\_\_\_\_

Date \_\_\_\_\_ Signed at \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Premium with Application \$ \_\_\_\_\_

Proposed Annuitant’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner’s Signature \_\_\_\_\_ Date \_\_\_\_\_

**Agent’s Statement**

I certify that I have correctly recorded in this Application, the information supplied by the Owner and/or Proposed Insured. To the best of my knowledge, replacement  is  is not involved in this transaction.

Agent’s Signature \_\_\_\_\_ Agent’s Number \_\_\_\_\_

Agent’s Name (please print) \_\_\_\_\_ Date \_\_\_\_\_

Signed at \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_

# Single Premium Whole Life – Last Survivor

1. Second Person Insured's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 SS # \_\_\_\_\_ Place of Birth \_\_\_\_\_ Date of Birth \_\_\_/\_\_\_/\_\_\_ Age \_\_\_ Sex  M  F  
 Height \_\_\_\_\_ Weight \_\_\_\_\_ Occupation \_\_\_\_\_ Employer \_\_\_\_\_  
 Has the Second Insured used any form of tobacco or nicotine-based products in the last 12 months? .....  Yes  No
2. Has the Second Insured: Yes No
- a. Been diagnosed by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)? .....
- b. Tested positive for antibodies to the AIDS virus or been advised not to give blood? .....
3. Has the Second Insured consulted a physician or been treated (including prescription medications) within the past five (5) years for:
- a. Cancer, leukemia or melanoma, systemic lupus, or has the Second Insured had more than one occurrence of cancer in his/her lifetime? .....
- b. Heart disease, heart surgery, stroke or any heart or circulatory disorder (except high blood pressure under control by medication)? .....
- c. Diabetes, kidney disease, liver disease or organ transplant? .....
- d. Emphysema or any other lung disorder requiring oxygen? .....
- e. Alzheimer's Disease, dementia, nervous disorder or mental disorder? .....
4. Is the Second Insured currently under treatment or taking prescription medication? .....
5. Has the Second Insured ever sought treatment for alcoholism or drug abuse? .....
6. Has the Second Insured had life or health insurance declined, non-renewed, rated, modified, postponed or cancelled?...
7. Is the Second Insured bedridden at home or confined to a hospital, nursing home or long-term care facility?.....

**Give complete details in the space provided below for all questions answered Yes. Attach separate sheet if necessary and be sure it is signed and dated.**

| Question Number | Date(s) of Treatment | Provide reason(s) for consultation(s), names(s) and addresses and phone number(s) of physician(s) and include details of treatment prescribed, result(s) of consultation(s), and medication(s) prescribed. |
|-----------------|----------------------|--|
|                 |                      |  |
|                 |                      |  |
|                 |                      |  |

8. Has the Second Insured engaged in or plan to engage in flying as a pilot, student, or crew member, underwater diving, hang gliding, ultralight flying, skydiving, parachuting, ballooning, bungee jumping or mountain or rock climbing?
9. Does the Second Insured currently have an application for insurance pending with any other company?    
 If Yes, please explain: \_\_\_\_\_
10. List life insurance and annuity policies in force on the life of the Second Insured:

| Company | Policy Number | Year Issued | Plan | Amount | ADB Amount | Replaced |
|---------|---------------|-------------|------|--------|------------|----------|
|         |               |             |      |        |            |          |
|         |               |             |      |        |            |          |
|         |               |             |      |        |            |          |

11. Beneficiary Designation for the Second Insured  
 The Primary Beneficiary or Beneficiaries who survive the Second Insured by 120 hours shall share equally unless otherwise indicated.
- A. Primary Beneficiary, address and relationship to Second Insured \_\_\_\_\_  
 \_\_\_\_\_
- B. Contingent Beneficiary, address and relationship to Second Insured \_\_\_\_\_  
 \_\_\_\_\_

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

Witnessed by \_\_\_\_\_ **X** \_\_\_\_\_  
 Licensed Resident Agent Signature of Second Insured

Agency No. \_\_\_\_\_

**AUTHORIZATION TO RELEASE AND USE CONFIDENTIAL INFORMATION**

Name of Proposed Insured ("Applicant") \_\_\_\_\_

I, on behalf of myself (or the minor child named above), authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy or pharmacy benefit manager, records custodians, other medical or medically related facility, insurance or reinsurance company, the Medical Information Bureau ("MIB"), consumer reporting agency, clearing house, employer or other organization or person that has any records or knowledge of me or my health to disclose to Assurity Life Insurance Company ("Company"), its reinsurers and/or consumer reporting agencies and their authorized representatives (provided, however, consumer reporting agencies may not collect information under this authorization from MIB):

- Information as to diagnosis, treatment and prognosis pertaining to medical history, mental or physical condition, pharmacy and/or prescription drug records, or treatment and information pertaining to mode of living (except as may be related directly or indirectly to sexual orientation), occupation, finances, avocations and other characteristics.
- Information on the diagnosis or treatment of Human Immunodeficiency Virus (HIV) infection and sexually transmitted diseases (**EXCEPT** information about Human Immunodeficiency Virus (HIV) infection for applicants residing in Maine or Vermont. **For residents of Maine, this authorization excludes disclosure of the results of a test for HIV if the Applicant has tested HIV positive but has not developed symptoms of the disease AIDS. Such test results shall not be discovered or published. Nothing in this caveat will prohibit this authorization from including the fact that the applicant has AIDS. For residents of Vermont, this authorization EXCLUDES the release of any information about previously administered tests for HIV antibodies, T-Cell counts, AIDS or ARC. The Proposed Insured IS NOT authorizing the Company to forward the results from any new test requested by the Company to any outside, non-affiliated company or any entity not under specific contract to perform underwriting services.**)
- Information on the diagnosis and treatment of mental illness and the use of alcohol, drugs, and tobacco, excluding psychotherapy notes.
- Information provided on my application to obtain driving records and credit information. The records obtained will be used to determine eligibility for insurance, including additional coverage to an existing policy. I authorize the release of any information contained in credit reports and driving records, including but not limited to information on motor vehicle accidents and/or violations.

I understand that this information may be released by the Company and/or its reinsurers to their consulting physicians, their attorneys, MIB, and to other insurance companies in which the Proposed Insured has policies or to whom applications may be made, or to whom claims for benefits have been made or may be submitted.

By my signature below, I acknowledge that any agreements I have made to restrict protected health information of the Proposed Insured do not apply to this authorization and I instruct any physician, health care professional, hospital clinic, medical facility, clearing house or other health care provider to release and disclose the Proposed Insured's entire medical record as described above without restriction. The medical information so acquired will be used to determine eligibility for insurance, including additional coverage to an existing policy. I understand that when information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the Company, may no longer be protected by the federal rules governing privacy of health information, and that this information may only be redisclosed in accordance with other applicable laws or regulations.

This authorization is valid for twenty-four (24) months from the date of signature below (**EXCEPT for residents of Arizona, authorization to disclose HIV-related information is valid for 180 days from the date of the signature below**) for collecting information in connection with an application for an insurance policy or policy reinstatement, and a copy of this authorization is as valid as the original. I understand that I, or my authorized representative, will receive a copy of this authorization if requested. I understand that I have the right to revoke this authorization at any time by providing written notice to the Company. I understand that a revocation is not effective to the extent that action has been taken in reliance on this authorization. I further understand that if I refuse to sign this authorization, the Company may not be able to process this application.

\_\_\_\_\_  
Signature of Proposed Insured or Authorized Representative Date

\_\_\_\_\_  
Description of Authorized Representative or Relationship to Proposed Insured

**AUTHORIZATION TO RELEASE AND USE CONFIDENTIAL MEDICAL INFORMATION**

Name of Proposed Insured ("Applicant") \_\_\_\_\_

I, on behalf of myself or the person named above ("Applicant"), authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy or pharmacy benefit manager, records custodians, other medical or medically related facility, insurance or reinsurance company, the Medical Information Bureau ("MIB"), consumer reporting agency, employer or other organization or person that has any records or knowledge of me or my health to disclose to Assurity Life Insurance Company ("Company") or Assurity's Parent Company, its reinsurers and/or consumer reporting agencies and their authorized representatives (provided, however, consumer reporting agencies may not collect information under this authorization from MIB):

- Psychotherapy notes.

I understand that this information may be released by the Company or Parent Company and/or its reinsurers to their consulting physicians, their attorneys, MIB, and to other insurance companies in which the Applicant has policies or to whom applications may be made, or to whom claims for benefits have been made or may be submitted.

By my signature below, I acknowledge that any agreements I have made to restrict protected health information of the Applicant do not apply to this authorization and I instruct any physician, health care professional, hospital clinic, medical facility, or other health care provider to release and disclose Applicant's entire psychotherapy notes as described above without restriction. The medical information so acquired will be used to determine eligibility for insurance (including additional coverage to an existing policy) and/or eligibility for benefits under a policy. I understand that when information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the Company or Parent Company and may no longer be protected by the federal rules governing privacy of health information.

This authorization is valid for twelve (12) months from the date of signature below, and a copy of this authorization is as valid as the original. I understand that I have the right to revoke this authorization at any time by providing written notice to the Company or Parent Company. I understand that a revocation is not effective to the extent that action has been taken in reliance on this authorization. I understand that I may refuse to sign this authorization and that such refusal to sign will not affect the ability of the Applicant to obtain treatment. I further understand that if I refuse to sign this authorization, Company or Parent Company may not be able to process this application, or if coverage has been issued, may not be able to make any benefit payments.

I acknowledge receipt of notices required by the Fair Credit Reporting Act and MIB. I understand that I will receive a copy of this authorization upon request.

**Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, submits an application or files a statement of claim containing any false, incomplete or misleading information may be guilty of a criminal act punishable under the law.**

Signature of Proposed Insured or Personal Representative \_\_\_\_\_ Date \_\_\_\_\_

Description of Personal Representative's Authority or Relationship to Insured \_\_\_\_\_

**DESCRIPTION OF INFORMATION PRACTICES**  
including the notices required by the  
**Fair Credit Reporting Act** and the **Medical Information Bureau, Inc.**

This notice is a general description of the information practices followed by Assurity Life Insurance Company, ("Company"), Assurity's reinsurers, and by Your Assurity agent.

**NOTICE OF INVESTIGATIVE CONSUMER REPORT – Required by the Fair Credit Reporting Act**

In the course of properly underwriting and administering Your insurance coverage, We rely on the information You provide in Your application. We may also seek personal information about You from others, and/or obtain an investigative consumer report. This is customary in the business world, and part of the normal underwriting procedure. Investigative consumer reports typically include information about Your character, occupation, finances and mode of living, except as relates to sexual orientation. This information will be obtained through personal interviews with Your friends, neighbors and associates. You may write to Us and request further information about the nature and scope of the report. You may also elect to be interviewed in connection with the preparation of an investigative consumer report. You are entitled to request and receive a copy of any investigative consumer report.

**NOTICE OF ACQUISITION AND DISCLOSURE OF CONFIDENTIAL INFORMATION – Required by the Medical Information Bureau (MIB)**

Information regarding Your insurability will be treated as confidential. In some situations, and as allowed by law, We may disclose necessary items of information to third parties without Your specific authorization. We, as well as Our reinsurers, may make a brief report regarding Your insurability to Medical Information Bureau, Inc. ("MIB"). MIB is a non-profit membership organization of life insurance companies that operates an information exchange on behalf of its members. If You apply for life or health insurance coverage, or submit a claim for benefits to another MIB member company, that company may request and receive information in MIB's files.

You have a right to be told about, to see and to copy information about You contained in Our files. You also have the right to seek correction of information You believe to be inaccurate. MIB will also arrange disclosure of any information it may have in Your file upon receipt of Your request. If You question the accuracy of information in MIB's file, You may contact MIB at the address below and seek a correction according to the procedures set forth in the Fair Credit Reporting Act.

If You have questions after reading this notice, You may write to Us at the address below. We would be happy to provide a more detailed description of Our information practices. If You are already an Assurity Life Insurance Company policyholder or insured, Your individual policy number will help Us in assisting You.

**Company's Address**

Assurity Life Insurance Company  
Underwriting Department  
PO Box 82533  
Lincoln, Nebraska 68501-2533  
Toll-Free No. (800) 869-0355

**MIB'S Address**

Medical Information Bureau, Inc  
Information Office  
PO Box 105, Essex Station  
Boston, Massachusetts 02112  
Telephone No. (617) 426-3660

## CONDITIONAL RECEIPT

Please Read Carefully!

Received from \_\_\_\_\_ the sum of \$\_\_\_\_\_ paid with the attached Life Insurance Application to Assurity Life Insurance Company.

The Company agrees to insure the Proposed Insured if:

- a) the premium acknowledged by this Conditional Receipt is paid on or before the date of the Application; and
- b) the Proposed Insured, on the date of the Application, was insurable without special exception and at standard rates under the Company's underwriting rules and practices for the policy applied for.

The terms of Conditional Insurance:

1. This Conditional Receipt is governed by the terms of the Policy applied for.
2. The total amount of life insurance in this Company, which may be effective on the life of the Proposed Insured, shall not exceed \$150,000 net amount at risk.
3. If the Proposed Insured dies before the policy is delivered to the Proposed Insured, the Company's sole obligation shall be to return the premiums paid to the estate of the Proposed Insured.
4. If a policy differing in form, amount or premium from that applied for is offered, no insurance shall be considered in effect under the application referred to herein unless and until the full premium is paid and a policy is immediately delivered to and accepted by the Proposed Insured.
5. This receipt is not transferable and will not be valid for any sum in excess of the sum set forth above. It will not be valid for any purpose if any alterations have been made in the printed form.
6. No agent or medical examiner has authority to waive the answer to any questions in the application, to pass on insurability, to waive any of the Company's rights or requirements or to make or alter any contract.
7. This receipt shall not be valid if any check or draft given for payment is not honored upon presentation.
8. This Conditional Receipt terminates 60 days after the Application date, or when the Policy applied for becomes effective, whichever occurs first.

Dated: \_\_\_\_\_ Agent: \_\_\_\_\_

**AUTHORIZATION TO RELEASE AND USE CONFIDENTIAL INFORMATION**

Name of Proposed Insured ("Applicant") \_\_\_\_\_

I, on behalf of myself (or the minor child named above), authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy or pharmacy benefit manager, records custodians, other medical or medically related facility, insurance or reinsurance company, the Medical Information Bureau ("MIB"), consumer reporting agency, clearing house, employer or other organization or person that has any records or knowledge of me or my health to disclose to Assurity Life Insurance Company ("Company"), its reinsurers and/or consumer reporting agencies and their authorized representatives (provided, however, consumer reporting agencies may not collect information under this authorization from MIB):

- Information as to diagnosis, treatment and prognosis pertaining to medical history, mental or physical condition, pharmacy and/or prescription drug records, or treatment and information pertaining to mode of living (except as may be related directly or indirectly to sexual orientation), occupation, finances, avocations and other characteristics.
- Information on the diagnosis or treatment of Human Immunodeficiency Virus (HIV) infection and sexually transmitted diseases (**EXCEPT** information about Human Immunodeficiency Virus (HIV) infection for applicants residing in Maine or Vermont. **For residents of Maine, this authorization excludes disclosure of the results of a test for HIV if the Applicant has tested HIV positive but has not developed symptoms of the disease AIDS. Such test results shall not be discovered or published. Nothing in this caveat will prohibit this authorization from including the fact that the applicant has AIDS. For residents of Vermont, this authorization EXCLUDES the release of any information about previously administered tests for HIV antibodies, T-Cell counts, AIDS or ARC. The Proposed Insured IS NOT authorizing the Company to forward the results from any new test requested by the Company to any outside, non-affiliated company or any entity not under specific contract to perform underwriting services.**)
- Information on the diagnosis and treatment of mental illness and the use of alcohol, drugs, and tobacco, excluding psychotherapy notes.
- Information provided on my application to obtain driving records and credit information. The records obtained will be used to determine eligibility for insurance, including additional coverage to an existing policy. I authorize the release of any information contained in credit reports and driving records, including but not limited to information on motor vehicle accidents and/or violations.

I understand that this information may be released by the Company and/or its reinsurers to their consulting physicians, their attorneys, MIB, and to other insurance companies in which the Proposed Insured has policies or to whom applications may be made, or to whom claims for benefits have been made or may be submitted.

By my signature below, I acknowledge that any agreements I have made to restrict protected health information of the Proposed Insured do not apply to this authorization and I instruct any physician, health care professional, hospital clinic, medical facility, clearing house or other health care provider to release and disclose the Proposed Insured's entire medical record as described above without restriction. The medical information so acquired will be used to determine eligibility for insurance, including additional coverage to an existing policy. I understand that when information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the Company, may no longer be protected by the federal rules governing privacy of health information, and that this information may only be redisclosed in accordance with other applicable laws or regulations.

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\_\_\_\_\_  
Signature of Proposed Insured or Authorized Representative Date

\_\_\_\_\_  
Description of Authorized Representative or Relationship to Proposed Insured

**AUTHORIZATION TO RELEASE AND USE CONFIDENTIAL MEDICAL INFORMATION**

Name of Proposed Insured ("Applicant") \_\_\_\_\_

I, on behalf of myself or the person named above ("Applicant"), authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy or pharmacy benefit manager, records custodians, other medical or medically related facility, insurance or reinsurance company, the Medical Information Bureau ("MIB"), consumer reporting agency, employer or other organization or person that has any records or knowledge of me or my health to disclose to Assurity Life Insurance Company ("Company") or Assurity's Parent Company, its reinsurers and/or consumer reporting agencies and their authorized representatives (provided, however, consumer reporting agencies may not collect information under this authorization from MIB):

- Psychotherapy notes.

I understand that this information may be released by the Company or Parent Company and/or its reinsurers to their consulting physicians, their attorneys, MIB, and to other insurance companies in which the Applicant has policies or to whom applications may be made, or to whom claims for benefits have been made or may be submitted.

By my signature below, I acknowledge that any agreements I have made to restrict protected health information of the Applicant do not apply to this authorization and I instruct any physician, health care professional, hospital clinic, medical facility, or other health care provider to release and disclose Applicant's entire psychotherapy notes as described above without restriction. The medical information so acquired will be used to determine eligibility for insurance (including additional coverage to an existing policy) and/or eligibility for benefits under a policy. I understand that when information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the Company or Parent Company and may no longer be protected by the federal rules governing privacy of health information.

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I acknowledge receipt of notices required by the Fair Credit Reporting Act and MIB. I understand that I will receive a copy of this authorization upon request.

**Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, submits an application or files a statement of claim containing any false, incomplete or misleading information may be guilty of a criminal act punishable under the law.**

Signature of Proposed Insured or Personal Representative \_\_\_\_\_ Date \_\_\_\_\_

Description of Personal Representative's Authority or Relationship to Insured \_\_\_\_\_

**ASSURITY LIFE INSURANCE COMPANY**

1526 K Street • PO Box 82533  
Lincoln, NE 68501-2533  
Phone: 800-869-0355 • Fax 402-437-4658

**Modified Endowment Contract Disclosure Statement**

The Technical and Miscellaneous Revenue Act of 1988 created a new class of life insurance contracts known as Modified Endowment Contracts. The principal purpose of this law was to restrict the use of life insurance as an investment. The law accomplished this by limiting the amount of premium that is allowed to be paid into a life insurance contract. The allowable amount of premium is dependent on the death benefit. If the calculated premium limits (defined in TAMRA 1988 code section 7702A) for a life insurance contract are exceeded, the life insurance contract becomes a Modified Endowment Contract.

The plan of insurance as illustrated for you exceeds the calculated allowable premium limits and would therefore be considered a Modified Endowment Contract. A policy that is a Modified Endowment Contract has the following implications for you:

- 1) Money distributed from a Modified Endowment Contract by cash distributions, withdrawals, loans, or assignments, will be considered taxable income until all gain, if any, has been distributed.
- 2) The taxable income amounts will also be subject to a 10% penalty tax unless you have attained age 59 1/2, become disabled, or you annuitize the entire cash value. (If the policy owner is a corporation, such proceeds are subject to the 10% penalty tax at any time).
- 3) Death benefits of Modified Endowment Contracts paid to any named beneficiary are treated as life insurance proceeds and therefore are not subject to income tax.

I acknowledge that I have read this disclosure statement and understand that the plan of insurance illustrated is a Modified Endowment Contract and therefore subject to special tax treatment as outlined above.

\_\_\_\_\_

Owner

\_\_\_\_\_

Date

\_\_\_\_\_

Agent

\_\_\_\_\_

Date

**ASSURITY LIFE INSURANCE COMPANY**

1526 K Street • P.O. Box 82533 • Lincoln, NE 68501-2533 • 800-869-0355

**TRANSFER/1035 EXCHANGE FORM**

Financial Institution Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Account/Policy Number: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Investment Vehicle: \_\_\_\_\_  
(CD, Mutual Fund, Life Insurance, Annuity, etc.)

Insured/Annuitant's name \_\_\_\_\_

Social security number \_\_\_\_\_

Owner's Name (complete if Insured is NOT the owner) \_\_\_\_\_

Social security number \_\_\_\_\_

**Contract Statement** (check one):  
 Contract attached.  Certificate of lost contract – I certify that the above-numbered contract has been lost or destroyed.

**Beneficiary Designation and Absolute Assignment to Effect Section 1035 Exchange of Annuity or Life Insurance Policy**

Please liquidate and transfer,  All  \$ \_\_\_\_\_  \_\_\_\_\_ %

of my account listed above to an Assurity Life Insurance Company Annuity. I am aware of and accept any surrender or withdrawal penalties that may be applied and request that proof of any such penalties be provided with the proceeds.

**Assignment statement:** I hereby assign all rights, title and interest in the above contract/policy, or the portion thereof indicated above if this is a partial exchange, with the above company to Assurity Life Insurance Company, in consideration of Assurity Life Insurance Company's agreement to issue its own contract on me. The new contract issued by Assurity will show a purchase payment equal to the value transferred to Assurity. I understand that if for any reason the existing insurance carrier issues a check for the original contract directly to me, I am obligated to endorse such check to Assurity only and to deliver such check to Assurity.

**Notice regarding partial 1035 exchanges and exchanges to existing contracts:** Partial exchanges with subsequent withdrawals or annuitizations may be subject to IRS challenge if entered into for the purpose of avoiding premature withdrawal or other penalties. Also, the Internal Revenue Service has not issued guidelines regarding the apportionment of basis between contracts involved in partial exchanges. Until such guidance is issued, Assurity will utilize a pro-rata formula for such apportionment. While Assurity believes this will be consistent with any IRS guidelines ultimately issued, these guidelines could mandate a different allocation method. Exchanges into existing contracts should be approached cautiously, and only after consultation with a tax advisor, since the IRS has not yet issued definitive guidance regarding the permissibility of such exchanges.

**Surrender direction:** This is intended to be a nontaxable exchange under Internal Revenue Code section 1035. By signing this form, I hereby direct the current institution to surrender my contract/policy (or to process a partial surrender or withdrawal if this is a partial exchange) and to transfer the proceeds directly to Assurity .

**Qualified and Non-Qualified Direct Custodial Transfer Request**

Type of Plan  
 Traditional IRA  SEP IRA  SIMPLE IRA  Roth IRA  401(k)  403(b)  QRP  Non-Qualified

**Authorization**

Please liquidate and transfer,  
 All  \$ \_\_\_\_\_  \_\_\_\_\_ %

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**Owner's Signature**

Signature of owner \_\_\_\_\_ Date \_\_\_\_\_

Signature of Joint Owner (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Make check payable to: Assurity Life Insurance Company  
Assurity Contract No.: \_\_\_\_\_  
FBO: \_\_\_\_\_

Place signature guarantee here, if required

**Assurity Life Insurance Company Acceptance**

Assurity Life Insurance Company agrees to accept funds from the above Plan established for the above named individual and requests the liquidation and transfer of the assets indicated above.

By: \_\_\_\_\_  
Officer of the Company Title Date

**ASSURITY LIFE INSURANCE COMPANY**

1526 K Street • P.O. Box 82533 • Lincoln, NE 68501-2533 • 800-869-0355

**TRANSFER/1035 EXCHANGE FORM**

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Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Account/Policy Number: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Investment Vehicle: \_\_\_\_\_  
(CD, Mutual Fund, Life Insurance, Annuity, etc.)

Insured/Annuitant's name \_\_\_\_\_

Social security number \_\_\_\_\_

Owner's Name (complete if Insured is NOT the owner) \_\_\_\_\_

Social security number \_\_\_\_\_

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Type of Plan  
 Traditional IRA  SEP IRA  SIMPLE IRA  Roth IRA  401(k)  403(b)  QRP  Non-Qualified

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All  \$ \_\_\_\_\_  \_\_\_\_\_ %

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**Owner's Signature**

Signature of owner \_\_\_\_\_

Date \_\_\_\_\_

Signature of Joint Owner (if applicable) \_\_\_\_\_

Date \_\_\_\_\_

Make check payable to: Assurity Life Insurance Company  
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By: \_\_\_\_\_  
Officer of the Company

Title

\_\_\_\_\_ Date

**Assurity Life Insurance Company**  
1526 K Street • Box 82533  
Lincoln, Nebraska 68501-2533  
Telephone Toll-Free: (800) 869-0355

## **IMPORTANT NOTICE REGARDING REPLACEMENT OF LIFE INSURANCE**

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Whether it is to your advantage to replace your existing insurance coverage, only you can decide. It is in your best interest; however, to have adequate information before a decision to replace your present coverage becomes final so that you may understand the essential features of the proposed policy and of your existing insurance coverage.

To this end, we are required to give you a Policy Summary including complete information on the proposed policy at the time the proposed policy is delivered to you. In addition, we are required to notify the insurance company that issued your existing policy. That company may then furnish you with additional information concerning your existing policy. You may want to contact that company or its agent for further information and advice or discuss your purchase with other advisors. The information you receive will be of value to you in reaching a final decision.

If either the proposed policy or the existing insurance you intend to replace is a participating policy, you should be aware that dividends may materially reduce the cost of insurance and are an important factor to consider. Dividends, however, are not guaranteed.

You should also recognize that a policy, which has been in existence for a period of time, may have certain advantages to you over a new policy. If the policy coverages are basically similar, the premiums for a new policy may be higher because rates increase as your age increases. Under your existing policy, the period of time during which the issuing company could contest the policy because of a material misstatement or omission on your application, or deny coverage for death caused by suicide, may have expired or may expire earlier than it will under the proposed policy. Your existing policy may have options, which are not available under the policy being proposed to you, or may not come into effect under the proposed policy until a later time during your life. Also, your proposed policy's cash values and dividends, if any, may grow slower initially because the company will incur the cost of issuing your new policy. On the other hand, the proposed policy may offer advantages, which are more important to you.

You should also be aware that the new life insurance issued by the replacing insurer will not be contestable in the event of the insured's death to any greater extent than the existing life insurance would have been contestable by the existing insurer had the replacement not taken place. However, the replacing insurer may, within two years from the date of issue, contest because of material misstatement or omission on your application, or for death caused by suicide, that amount of insurance, if any, written and issued in excess of the amount of the existing life insurance.

If you are considering borrowing against your existing policy to pay the premiums on the proposed policy, you should understand that in the event of your death, the amount of any unpaid loan, including unpaid interest, will be deducted from the benefits of your existing policy thereby reducing your total insurance coverage.

After we have received your application and notified the other insurance company you will have thirty days from the date the proposed policy is delivered to you to cancel the policy issued on your application and receive back all payments you made to us.

**CAUTION:** If, after studying the information made available to you, you decide to replace the existing life insurance with our life insurance policy, you are urged not to take action to terminate or alter your existing life insurance coverage until after you have been issued the new policy, examined it and have found it to be acceptable to you. If you should terminate or otherwise materially alter your existing coverage and fail to qualify for the life insurance for which you have applied, you may find yourself unable to purchase other life insurance or able to purchase it only at substantially higher rates.

I have received and read a copy of this Replacement Notice.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**Assurity Life Insurance Company**  
1526 K Street • Box 82533  
Lincoln, Nebraska 68501-2533  
Telephone Toll-Free: (800) 869-0355

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Whether it is to your advantage to replace your existing insurance coverage, only you can decide. It is in your best interest; however, to have adequate information before a decision to replace your present coverage becomes final so that you may understand the essential features of the proposed policy and of your existing insurance coverage.

To this end, we are required to give you a Policy Summary including complete information on the proposed policy at the time the proposed policy is delivered to you. In addition, we will at your request, furnish you additional information concerning your existing policy. You may want to discuss your purchase with other advisors. The information you receive will be of value to you in reaching a final decision.

If either the proposed policy or the existing insurance you intend to replace is a participating policy, you should be aware that dividends may materially reduce the cost of insurance and are an important factor to consider. Dividends, however, are not guaranteed.

You should also recognize that a policy, which has been in existence for a period of time, may have certain advantages to you over a new policy. If the policy coverages are basically similar, the premiums for a new policy may be higher because rates increase as your age increases. Your existing policy may have options, which are not available under the policy being proposed to you, or may not come into effect under the proposed policy until a later time during your life. Also, your proposed policy's cash values and dividends, if any, may grow slower initially because the company will incur the cost of issuing your new policy. On the other hand, the proposed policy may offer advantages, which are more important to you.

You should also be aware that the new life insurance issued by the replacing insurer will not be contestable in the event of the insured's death to any greater extent than the existing life insurance would have been contestable by the existing insurer had the replacement not taken place. However, the replacing insurer may, within two years from the date of issue, contest because of material misstatement or omission on your application, or for death caused by suicide, that amount of insurance, if any, written and issued in excess of the amount of the existing life insurance.

If you are considering borrowing against your existing policy to pay the premiums on the proposed policy, you should understand that in the event of your death, the amount of any unpaid loan, including unpaid interest, will be deducted from the benefits of your existing policy thereby reducing your total insurance coverage.

After we have issued your policy, you will have thirty days from the date the new policy is delivered to you to cancel the policy issued on your application and receive back all payments you made to us.

**CAUTION:** If, after studying the information made available to you, you decide to replace the existing life insurance with our company with a new life insurance policy issued by our company, you are urged not to take action to terminate or alter your existing life insurance coverage until after you have been issued the new policy, examined it and have found it to be acceptable to you. If you should terminate or otherwise materially alter your existing coverage and fail to qualify for the life insurance for which you have applied, you may find yourself unable to purchase other life insurance or able to purchase it only at substantially higher rates.

I have received and read a copy of this Replacement Notice.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

LIFE REPL-WV-99

This form is to be completed if replacing an existing policy with our company

Exhibit B

Signed form to be returned to Home Office.  
Applicant to receive a copy of signed form at time the application is taken

## **AGENT'S STATEMENT**

1. The primary reasons for my recommending the proposed replacement of existing life insurance by a new life insurance are:

\_\_\_\_\_

\_\_\_\_\_

2. My recommendations as to the existing life insurance is that it be:

Not Changed    Lapsed    Surrendered    Reduced Paid-Up    Extended Term

Other (Explain): \_\_\_\_\_

Borrowed Upon (Explain and state the amount to be borrowed) \_\_\_\_\_

\_\_\_\_\_

3. The existing life insurance does not meet the Insured/Buyer's needs for insurance because:

\_\_\_\_\_

Specific reasons must be given. For example, if you believe the existing life insurance cannot meet the Insured/Buyer's needs, you must specify why you think it does not.

### **INSTRUCTIONAL NOTES FOR AGENT**

- Existing life insurance must be identified by name of insurer and the policy number. In the event that a policy number has not been assigned by the existing insurer, alternative identification information such as an application or receipt number must be shown.
- If the premium for the basic policy or any rider or benefit changes, indicate the changes; attached schedule, if necessary.
- If the death benefit for the basic policy or any rider or benefit changes, indicate the changes; attach schedules, if necessary.
- If the premium for benefits is not separable from the premium for the basic policy, insert "Included" in Basic Policy Premium.
- If more than one existing life insurance policy is to be replaced, a separate Comparative Information Form is to be provided for each such policy, or separate information is to be provided in one Comparative Information Form for each such policy, and a summary of all the separate policy information must also be included to the extent possible.

### **AGENT'S CERTIFICATION**

I hereby certify that prior to taking an application for a policy, I have provided the applicant with the Notice Regarding Replacement of Life Insurance and that the information in this Comparative Information Form is true and correct to the best of my knowledge and belief.

I have received and read a copy of this Comparative Information Form.

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

\_\_\_\_\_  
Date



| CASH VALUES/DIVIDENDS          | *GUARANTEED<br>CASH VALUE                                  | *DIVIDENDS | *GUARANTEED*<br>CASH VALUE                                 | DIVIDENDS |
|--------------------------------|--|------------|--|-----------|
| Currently (last policy anniv.) | \$   | \$         | \$   | \$        |
| 1 year hence                   | \$   | \$         | \$   | \$        |
| 5 years hence                  | \$   | \$         | \$   | \$        |
| 10 years hence                 | \$   | \$         | \$   | \$        |
| At Age 65                      | \$   | \$         | \$   | \$        |
|                                | *Current Death Benefit of Div. Adds                        |            | \$   |           |
|                                | *Current Cash Value of Div. Adds.                          |            | \$   |           |
|                                | *Current Accum. Div.                                       |            | \$   |           |
|                                | *Current Policy Loan                                       |            | \$   |           |
|                                | Maximum Policy Loan<br>Interest Rate ____%                 |            | Maximum Policy Loan<br>Interest Rate ____%                 |           |
|                                | Dividends are based on the<br>current ____ scale<br>(year) |            | Dividends are based on the<br>current ____ scale<br>(year) |           |

**\*Dividends, policy loan and certain guaranteed cash value information concerning your existing insurance may not be known to our agent. Dividends are not guaranteed. However, they may materially reduce the cost of insurance and are an important factor to consider. Thus, if dividends or other figures have been omitted from this Comparative Information Form, you should not reach a final decision to replace your existing insurance until you have them. You may obtain the omitted figures from the company that issued your existing policy. We will notify that company of your intent to replace your existing policy.**

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Whether it is to your advantage to replace your existing insurance coverage, only you can decide. It is in your best interest; however, to have adequate information before a decision to replace your present coverage becomes final so that you may understand the essential features of the proposed policy and of your existing insurance coverage.

To this end, we are required to give you a Policy Summary including complete information on the proposed policy at the time the proposed policy is delivered to you. In addition, we are required to notify the insurance company that issued your existing policy. That company may then furnish you with additional information concerning your existing policy. You may want to contact that company or its agent for further information and advice or discuss your purchase with other advisors. The information you receive will be of value to you in reaching a final decision.

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You should also be aware that the new life insurance issued by the replacing insurer will not be contestable in the event of the insured's death to any greater extent than the existing life insurance would have been contestable by the existing insurer had the replacement not taken place. However, the replacing insurer may, within two years from the date of issue, contest because of material misstatement or omission on your application, or for death caused by suicide, that amount of insurance, if any, written and issued in excess of the amount of the existing life insurance.

If you are considering borrowing against your existing policy to pay the premiums on the proposed policy, you should understand that in the event of your death, the amount of any unpaid loan, including unpaid interest, will be deducted from the benefits of your existing policy thereby reducing your total insurance coverage.

After we have received your application and notified the other insurance company you will have thirty days from the date the proposed policy is delivered to you to cancel the policy issued on your application and receive back all payments you made to us.

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I have received and read a copy of this Replacement Notice.

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Applicant's Signature

\_\_\_\_\_  
Date

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Applicant's Signature

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Date

LIFE REPL-WV-99

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Other (Explain): \_\_\_\_\_

Borrowed Upon (Explain and state the amount to be borrowed) \_\_\_\_\_

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3. The existing life insurance does not meet the Insured/Buyer's needs for insurance because:

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Specific reasons must be given. For example, if you believe the existing life insurance cannot meet the Insured/Buyer's needs, you must specify why you think it does not.

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

\_\_\_\_\_  
Date



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|                                | *Current Death Benefit of Div. Adds                        |            | \$   |           |
|                                | *Current Cash Value of Div. Adds.                          |            | \$   |           |
|                                | *Current Accum. Div.                                       |            | \$   |           |
|                                | *Current Policy Loan                                       |            | \$   |           |
|                                | Maximum Policy Loan<br>Interest Rate ____%                 |            | Maximum Policy Loan<br>Interest Rate ____%                 |           |
|                                | Dividends are based on the<br>current ____ scale<br>(year) |            | Dividends are based on the<br>current ____ scale<br>(year) |           |

**\*Dividends, policy loan and certain guaranteed cash value information concerning your existing insurance may not be known to our agent. Dividends are not guaranteed. However, they may materially reduce the cost of insurance and are an important factor to consider. Thus, if dividends or other figures have been omitted from this Comparative Information Form, you should not reach a final decision to replace your existing insurance until you have them. You may obtain the omitted figures from the company that issued your existing policy. We will notify that company of your intent to replace your existing policy.**