

Request for Information and Authorization

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Ameritas Life Insurance Corp. of New York P.O. Box 81889, Lincoln, NE 68501 / 877-280-6110, Fax 402-467-7335

You are herewith given notice that we are in receipt of application(s) for life insurance or annuity(ies) for an individual presently insured with your company.

To Current Insurer _____

Policy or Contract Number(s) _____

Insured/Annuitant _____

Type of contract being applied for: Annuity Life Insurance Variable Life Insurance

A replacement of the above policy or contract has or is likely to occur. Please provide information necessary to complete the Disclosure Statement required by New York Insurance Regulation 60. A copy of the Disclosure Statement is enclosed.

Authorization to Obtain Information

By signing below, I authorize and request the undersigned agent/broker and Ameritas Life Insurance Corp. of New York to obtain account information from my current insurer related to my existing life insurance policy or annuity contract referenced above.

Signature of Applicant Date _____

Signature of Applicant Date _____

Signature of Agent / Broker

Agent / Broker _____

Company _____

Address _____

Phone _____ Fax _____

Mail first copy to replaced company and second copy to the appropriate replacing company.

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK

DEFINITION OF REPLACEMENT

Ameritas Life Insurance Corp. of New York P.O. Box 81889, Lincoln, NE 68501 / 877-280-6110, Fax 402-467-7335

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 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: _____

Date: _____ Signature of Applicant: _____

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION: YES ___ NO ___

Date: _____ Signature of Agent or Broker: _____

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK

DISCLOSURE STATEMENT

Ameritas Life Insurance Corp. of New York P.O. Box 81889, Lincoln, NE 68501 / 877-280-6110, Fax 402-467-7335

IMPORTANT – IT MAY NOT BE IN YOUR BEST INTEREST TO SURRENDER, LAPSE, CHANGE OR BORROW FROM EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS IN CONNECTION WITH THE PURCHASE OF A NEW POLICY OR CONTRACT WHETHER ISSUED BY THE SAME OR A DIFFERENT INSURANCE COMPANY.

- THIS DISCLOSURE STATEMENT IS REQUIRED TO BE PROVIDED TO YOU NO LATER THAN UPON DELIVERY OF THE NEW POLICY OR CONTRACT. PLEASE REVIEW THIS DOCUMENT CAREFULLY AS IT CONTAINS IMPORTANT COMPARISON INFORMATION BETWEEN YOUR EXISTING INSURANCE POLICY OR ANNUITY CONTRACT AND THE NEW POLICY OR CONTRACT.

- **IMPORTANT 60 DAY REFUND PERIOD:**

IF YOU ARE NOT SATISFIED WITH YOUR NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT YOU HAVE THE RIGHT, WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF YOUR POLICY OR CONTRACT, TO RETURN IT AND RECEIVE A REFUND.

- **PLEASE CONTACT THE COMPANY, AGENT OR BROKER IF YOU HAVE ANY QUESTIONS.**

FOR YOUR PROTECTION, the Department of Financial Services of the State of New York requires that you be given this Disclosure Statement with policy information on all proposed and existing coverage affected.

Name of Applicant _____ Telephone # _____

Address _____

Name of Agent or Broker _____ Telephone # _____

Company _____ Address _____

The information on existing coverage on this form was obtained from

___ the replaced company

___ approximations if replaced company failed to provide information in the prescribed time

1. DESCRIPTION OF TRANSACTION:

AS OF DATE:

Proposed Policy/Contract	Existing Policies/Contracts Affected		
	(1)	(2)	(3)
_____ Company	_____	_____	_____
_____ - _____ Customer Service Telephone Number:	-	-	-
_____ Type of Insurance	_____	_____	_____
\$ _____ Face Amount	\$ _____	\$ _____	\$ _____
\$ _____ Rider _____	\$ _____	\$ _____	\$ _____
\$ _____ Rider _____	\$ _____	\$ _____	\$ _____
\$ _____ Rider _____	\$ _____	\$ _____	\$ _____
\$ _____ Rider _____	\$ _____	\$ _____	\$ _____
\$ _____ Rider _____	\$ _____	\$ _____	\$ _____
\$ _____ Premium	\$ _____	\$ _____	\$ _____
_____ Contract Number	#	#	#
_____ Issue Date	_____	_____	_____
\$ _____ Surrender Charge	\$ _____	\$ _____	\$ _____
_____ % Guaranteed Interest Rate	%	%	%
_____ % Loan Interest Rate	%	%	%
_____ Years Contestable Expiry Date	M/Y	M/Y	M/Y
_____ Years Suicide Expiry Date	M/Y	M/Y	M/Y

Existing coverage to be changed by:

Lapse or Surrender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amendment or Reissue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loan or Withdrawal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reduction To	\$ _____	\$ _____	\$ _____
Reduced Paid-Up For	\$ _____	\$ _____	\$ _____
Extended Term For	_____ Yrs _____ Mos	_____ Yrs _____ Mos	_____ Yrs _____ Mos
Cash released by change	Year _____	Year _____	Year _____
	\$ _____	\$ _____	\$ _____
	Year _____	Year _____	Year _____
	\$ _____	\$ _____	\$ _____

Use of cash released: _____

DISCLOSURE STATEMENT CONTINUED:

2. SUMMARY RESULT COMPARISON:

New with Existing Coverage Changed

Guaranteed	Non-Guaranteed
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

Guaranteed	Non-Guaranteed
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

Guaranteed	Non-Guaranteed
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

Guaranteed	Non-Guaranteed
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

Existing Coverage Unchanged

Annual Premium	Guaranteed	Non-Guaranteed
At Present	\$ _____	\$ _____
5 Years Hence	\$ _____	\$ _____
10 Years Hence	\$ _____	\$ _____

Surrender Value	Guaranteed	Non-Guaranteed
At Present	\$ _____	\$ _____
5 Years Hence	\$ _____	\$ _____
10 Years Hence	\$ _____	\$ _____

Death Benefit	Guaranteed	Non-Guaranteed
At Present	\$ _____	\$ _____
5 Years Hence	\$ _____	\$ _____
10 Years Hence	\$ _____	\$ _____

Dividends	Guaranteed	Non-Guaranteed
At Present	\$ _____	\$ _____
5 Years Hence	\$ _____	\$ _____
10 Years Hence	\$ _____	\$ _____

AGENT'S OR BROKER'S STATEMENT:

1. The primary reason(s) for recommending the new life insurance policy or annuity contract is (are):

2. The existing life insurance policy or annuity contract cannot meet the applicant's objectives because:

3. The advantages of continuing the existing life insurance policy or annuity contract without changes are:

REMARKS:

Sales material, including proposal, was used in this sale.

No sales material or proposal was used in this sale.

If more than three existing life insurance policies or annuity contracts are to be affected by this transaction, or if more than one new life insurance policy or annuity contract is proposed, Section 1 of this Disclosure Statement must be completed for such additional life insurance policies and annuity contracts. In addition, a composite comparison shall be completed for all existing life insurance policies or annuity contracts to all proposed life insurance policies or annuity contracts. Sales material, including any proposal used, has been provided to the insurer. Copies of the sales material and any proposal have also been given to the applicant.

I have personally completed this form and certify that it is correct to the best of my knowledge and ability.

Date: _____ **Signature of Agent or Broker:** _____

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

Ameritas Life Insurance Corp. of New York P.O. Box 81889, Lincoln, NE 68501 / 877-280-6110, Fax 402-467-7335

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 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 AFFECT 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: _____

Exchange of Life Insurance Policy Under Internal Revenue Code Section 1035(a)

Ameritas Life Insurance Corp. of New York ("Company") P.O. Box 81889, Lincoln, NE 68501 / 877-280-6110, Fax 402-467-7335

INSTRUCTIONS: Please complete Parts I and II.

PART I: Assignment of Ownership

This Section should be completed by owner:

Insured: _____

Owner (Assignor): _____

Policy number to be surrendered: _____

Policy issued by Company Name: _____

(including address Number and Street: _____
to correspond)

City, State, ZIP: _____

Assignee – Please transfer 100% of the surrender value unless otherwise indicated:

Ameritas Life Insurance Corp. of New York

EIN: #13-3758127

\$ or % of Surrender Value: _____

The Assignor intends that the sole purpose of this Assignment is to accomplish an exchange of insurance policies under Section 1035(a) of the Internal Revenue Code. This assignment, without limitation, specifically includes:

- (1) the right to surrender the policy for its cash value, if any; and
- (2) the right to transfer any and all rights received under this Assignment; and
- (3) the right to receive death benefits, which may become payable under the policy; and
- (4) the right to exercise all other policy rights and privileges; all without consent of the Assignor and without notice to the Assignor.

The Assignor hereby certifies and declares that no proceeding in bankruptcy is pending against the Assignor.

Therefore, the undersigned hereby designates the Company as beneficiary of the death benefits payable under the policy described above to the extent of the cash surrender value of the policy as of the date of the Insured's death. Any remaining death benefits shall be paid to the persons entitled thereto under the policy. Except as stated above, this beneficiary designation shall not affect or change any beneficiary designation previously recorded.

Immediately following the above beneficiary designation, for value received, the undersigned Assignor hereby absolutely assigns and transfers all rights, title and interest in the above policy to the Assignee, in exchange for a new life insurance policy or annuity contract which is described in the application for such new policy or contract that is submitted with this Agreement.

The Assignor has specifically requested the Assignee to participate in this transaction. The Assignor understands and agrees that the Assignee:

- (1) Makes no representations and has no responsibility nor liability regarding the Assignor's tax treatment under Section 1035(a) of the Internal Revenue Code; and
- (2) Does not guarantee the validity or sufficiency of this assignment.

Dated at _____, this _____ day of _____, year _____

DECLARATIONS: The undersigned hereby declares that:

- (1) I own the above policy and request the actions indicated, knowing community property law may require spouse consent; and
- (2) No bankruptcy proceedings are now pending against the owner.

IMPORTANT: Please note, if the policyowner is a resident of a community property state (AZ, CA, ID, LA, NV, NM, TX, WA, and WI), the policyowner's spouse is required by that state to sign this form on the "Other Required Signature" line. The form will be returned if incomplete. If the policyowner has never been married, then please state "Not Married" on the "Other Required Signature" line. If the policyowner is divorced or the spouse is deceased, we will need verification of this for our records for future requests, i.e., certified copy of death certificate, certified copy of divorce decree.

Witness _____ Owners _____

Other Required Signature _____

Witness _____ Irrevocable Beneficiary(ies) _____

PART II: Return of Policy**This Section should be completed by owner:**

- The policy is enclosed
- The undersigned declare(s) that the policy issued under the aforementioned number cannot be found. If found later, I/we agree to return it to the issuing Company without a claim.

Date _____ Owners _____

PART III: Surrender of Policy**This Section will be completed in the Home Office of the Company.**

The Company, as assignee, accepts this assignment and hereby presents this policy for the surrender of its cash surrender value in order to effect an exchange and rollover for a new policy as permitted under Section 1035(a) of the Internal Revenue Code.

Please make the settlement check payable to the Company and mail to the following:

Ameritas Life Insurance Corp. of New York
P.O. Box 81889
Lincoln, NE 68501

It is our understanding that the issuer of the policy(ies) being exchanged is required under IRC Section 1035(a) to provide us with the information sufficient to establish the cost basis. Please provide this information along with the settlement check. Also, please indicate whether the life insurance policy(ies) was a modified endowment contract (MEC) under IRC § 7702A.

The Assignee Company agrees that both the payment of the value requested in Part II and the furnishing of the investment in the contract (cost basis) will be in full settlement of all claims and right of any obligations.

Date: _____

By: _____

Please identify your remittance with the policy number: _____