

Field Update



October 31, 2011

## Training deadlines approaching for producers in several states and Washington DC

Annuity producers in **Ohio, Oregon, Rhode Island, Washington DC** and **West Virginia** must complete the Model Suitability Continuing Education and Product Courses by the deadline in order for business to be processed without interruptions.

Aviva can't accept annuity applications from producers in these states until the required training has been completed. **Please see the table below for training deadlines and details.**

Links to the trainings are available on the Aviva Annuity Training Site at <http://www.avivausa.com/annuitytraining>. Additional information can be found in our previous **Ohio, Oregon, Rhode Island, Washington DC** and **West Virginia** announcements.

**Wisconsin producers:** *please remember to complete both trainings by November 1, 2011. Click [here](#) for reminder.*

For questions, please contact Annuity Sales Support at 800-255-2405, ext. 6620.

STATE ADOPTION				
State	Citation	Effective Date	Existing producer Training Deadline	Important Information
Ohio	Rule 3901-6-13	07/01/2011	01/01/2012	<ul style="list-style-type: none"> <li>OH producers who obtain a life insurance line of authority on or after 7/01/2011 must complete both training courses before soliciting an annuity application.</li> <li>OH producers holding a life insurance line of authority issued prior to 7/1/11 will be given six months to complete BOTH training requirements, provided such producers are in compliance with Aviva's current standards for product training at the time the annuity application is taken.</li> </ul>
Oregon	Rule 836-080-0170	07/01/2011	01/01/2012	<ul style="list-style-type: none"> <li>OR producers who obtain a life insurance line of authority on or after 7/01/2011 must complete both training courses before soliciting an annuity application.</li> <li>OR producers holding a life insurance line of authority issued prior to 7/1/11 will be given six months to complete BOTH training requirements, provided such producers are in compliance with Aviva's current standards for product training at the time the annuity application is taken.</li> </ul>
Rhode Island	Rule 12	06/01/2011	12/01/2011	<ul style="list-style-type: none"> <li>RI producers who obtain a life insurance line of authority on or after 6/01/2011 must complete both training courses before soliciting an annuity application.</li> <li>RI producers holding a life insurance line of authority issued prior to 6/1/11 will be given six months to complete BOTH training requirements, provided such producers are in compliance with Aviva's current standards for product training at the time the annuity application is taken.</li> </ul>
Washington DC	Rule 8400	06/24/2011	12/24/2011	<ul style="list-style-type: none"> <li>DC producers who obtain a life insurance line of authority on or after 6/24/2011 must complete both training courses before soliciting an annuity application.</li> <li>DC producers holding a life insurance line of authority issued prior to 6/24/11 will be given six months to complete BOTH training requirements, provided such producers are in compliance with Aviva's current standards for product training at the time the annuity application is taken.</li> </ul>
West Virginia	Rule 114-11B	07/01/2011	01/01/2012	<ul style="list-style-type: none"> <li>WV producers who obtain a life insurance line of authority on or after 07/01/2011 must complete both training courses before soliciting an annuity application.</li> <li>WV producers who obtain a life insurance line of authority issued prior to 07/01/2011 will be given six months to complete both training requirements, provided such producers are in compliance with Aviva's current standards for product training at the time the annuity application is taken.</li> </ul>

Field Update



August 29, 2011

## Important Deadlines Approaching for CO and WI Agents

Colorado and Wisconsin agents must complete the Model Suitability Continuing Education and Product Courses by the upcoming deadline in order for business to be processed without interruptions.

The deadline for Colorado agents is October 1st. Wisconsin agents have until November 1st.

Colorado and Wisconsin agents who obtained their life insurance line of authority before the effective dates listed in the table below need to complete both a four-hour Continuing Education course and Aviva's product-specific training by the deadlines listed in order for your business to continue to be processed without interruptions.

**IMPORTANT:** Aviva will not be allowed to accept your annuity applications from these states until you have completed the required training. Once the required training has been completed, Aviva will once again be able to accept your annuity applications from these states, provided the applications are signed and dated at least one day after completion of the required training.

Colorado and Wisconsin agents who obtained their life insurance line of authority after the effective dates listed must complete both trainings before soliciting their first annuity application.

Links to both of the trainings are available on the Aviva Annuity Training Site at: <http://www.avivausa.com/annuitytraining>. You can find more information about the required courses in our previous [Colorado](#) and [Wisconsin](#) announcements.

If you have questions regarding the training requirements or the suitability requirements, please contact Annuity Sales Support at 800-255-2405, ext. 6620.

Thank you for your commitment to Aviva! We look forward to continuing to work with you.

NEW STATE ADOPTION				
State	Citation	Effective Date	Existing producer Training Deadline	Important Information
Colorado	Rule 4-1-11	4/01/2011	10/01/2011	<ul style="list-style-type: none"><li>CO producers who obtain a life insurance line of authority on or after 4/01/2011 must complete both training courses before soliciting an annuity application.</li><li>CO producers who obtain a life insurance line of authority issued prior to 4/01/2011 will be given until 10/1/2011 to complete both training requirements.</li></ul>
Wisconsin	WI Stat 628.347	5/01/2011	11/01/2011	<ul style="list-style-type: none"><li>WI producers who obtain a life insurance line of authority on or after 5/01/2011 must complete both training courses before soliciting an annuity application.</li><li>WI producers who obtain a life insurance line of authority issued prior to 5/01/2011 will be given until 11/1/2011 to complete both training requirements.</li></ul>



Field  
Update



March 30, 2011

## Colorado Adopts NAIC Model Suitability Rule

With the NAIC's adoption of a new Model Suitability Rule, Colorado has taken action to adopt the same or substantially similar requirements in Rule 4-1-11 which is effective April 1, 2011. Along with the training requirements, this rule clarifies that both insurers and insurance producers are held to a higher suitability standard in the case of an exchange or replacement of an annuity. The Customer Identification and Suitability Confirmation Worksheet and the Annuity Product Comparison Worksheet document the required factors under rule 4-1-11 that must be taken into consideration when determining suitability and whether the consumer would benefit from the replacing product's enhancements and improvements.

As previously communicated, beginning January 1, 2011, the [Annuity Product Comparison Worksheet](#) (generic form #17290 (9/10) or the appropriate pre-populated version) has been required for all replacement applications in all states. However, over the past few months, we've been working with individual agents on applications submitted without comparison worksheets to ensure contracts were issued in a timely manner, while agents adjusted to this new requirement.

Please note that effective **April 1, 2011** in Colorado we will no longer allow any contracts to be issued until the properly completed product comparison worksheet is received at Aviva.

If you have questions regarding the suitability requirements please contact Annuity Sales Support at 800-255-2405 ext 6620.



# Annuity Product Comparison Worksheet

Please complete separate forms for any additional contracts being replaced.

Owner Name \_\_\_\_\_

Product Specs and Features	Replaced Contract	2nd Replaced Contract (If applicable)	Proposed Contract
1. Name of Company			
2. Type of Contract			
3. Contract Number			
4. Date of Issue			
5. Initial Premium	\$	\$	\$
6. Bonus	\$	\$	\$ <input type="checkbox"/> N/A
7. Bonus Recapture Charge	Current year ____% or <input type="checkbox"/> N/A	Current year ____% or <input type="checkbox"/> N/A	1st year ____% or <input type="checkbox"/> N/A
8. Current Accumulated Value	\$	\$	
9. Current Surrender Value	\$	\$	
10. Surrender Charge Schedule for Remaining Years			
11. Free Withdrawal Percentage			
12. Market Value Adjustment	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Annual Minimum Guaranteed Interest Rate			
14. Death Benefit	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Annuitized \$ _____	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Annuitized \$ _____	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Annuitized
15. Interest Crediting Method	<input type="checkbox"/> fixed ____% ____ yrs. <input type="checkbox"/> indexed (describe strategy) _____	<input type="checkbox"/> fixed ____% ____ yrs. <input type="checkbox"/> indexed (describe strategy) _____	<input type="checkbox"/> fixed ____% ____ yrs. <input type="checkbox"/> indexed (describe strategy) _____
16. Terminal Illness Waiver			
17. Confinement Waiver			
18. Other Waivers			
19. Riders Attached to the Contract (example: income, death benefit)			
20. Writing Agent			

21. Please list other features compared and considered, if any: \_\_\_\_\_

22. How will the replacement contract better assist you in meeting your insurance needs and financial objectives?

- Lifetime Income Payout  
  Interest Rates/Index Credit Potential  
  Penalty-free Death Benefit  
 Change in Financial Objective  
  Enhanced Benefits  
  Increased Liquidity  
  Multiple Index Options  
 Immediate Income  
  Other - Please Explain \_\_\_\_\_

23. Have you exchanged any annuities within the preceding 36 months? . . . . .  Yes  No

If Yes, please explain \_\_\_\_\_

You should understand:

- You may or may not be able to overcome any surrender charge incurred due to the replacement of your existing contract.
- Once the existing contract is replaced, you may or may not be able to reinstate that contract.
- That the annuity you are applying for will have a withdrawal charge on any withdrawals over the free withdrawal amount provided in the contract during the withdrawal charge period.

I have reviewed and compared the contract provisions of the existing annuity contract to the annuity contract I am applying for and believe this is appropriate for me according to my current insurance needs and financial objectives.

Prospective Owner Signature \_\_\_\_\_ Date \_\_\_\_\_ Prospective Joint Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Producer's Signature \_\_\_\_\_ Date \_\_\_\_\_



\* 1 7 2 9 0 0 9 1 0 \*



# Annuity Product Comparison Worksheet

## Explanation of Terms

1. **"Name of Company"** is the name of the insurer/carrier of the contract being replaced.
2. **"Type of Contract"** is the generic name of the contract that is being replaced. Examples of "Types of Contracts" are Fixed Indexed Annuity (FIA), Fixed (Declared rate) Annuity, Single Premium Immediate Annuity (SPIA), and Variable Annuity (VA).
3. **"Contract Number"** is the alphanumeric or numeric code given to you by the insurer to identify your policy.
4. **"Date of Issue"** is the original date for which the anniversary of the replaced contract is driven.
5. **"Initial Premium"** is the amount of money placed in the contract as of the Date of Issue.
6. **"Bonus"** is any Premium or Interest Rate bonus paid by the insurer at inception of the annuity contract and may be expressed as a percentage of the initial premium or other amount, or a dollar amount, as stated in the annuity contract.
7. **"Bonus Recapture Charge"** is an additional surrender percentage that is charged if contract is surrendered or any withdrawals exceeding the "free withdrawal" limit.
8. **"Current Accumulated Value"** is the amount of money that generally consists of "Initial Premium" plus any "Premium Bonus" and interest credited to the contract minus withdrawals taken from the contract.
9. **"Current Surrender Value"** is the amount of money a client can walk away with if the contract is fully surrendered. It generally consists of the current accumulated value minus applicable surrender charges and any applicable Market Value Adjustment ("MVA").
10. **"Surrender Charge Schedule for Remaining Years"** the percentage rate per year remaining in the surrender charge schedule that would be deducted from the existing annuity contract if surrendered, or any withdrawals exceeding the "free withdrawal percentage".
11. **"Free Withdrawal Percentage"** is the withdrawal percentage that may be taken from the annuity's accumulated value that is not subject to surrender charges and/or MVA.
12. **"Market Value Adjustment"** is the increase or decrease in the surrender value of the contract (if applicable) that is made by the insurer to reflect changes in interest rate conditions between the issue date and the surrender date.
13. **"Annual Guaranteed Minimum Interest Rate"** is the annual guaranteed minimum interest rate (if any) the insurer credits to the accumulated value of the annuity contract as stated in the contract.

14. **“Death Benefit”** is the net amount that is payable to the designated beneficiary or beneficiaries of the annuity contract. “Lump Sum” and “Annuitized” refer to whether the indicated death benefit amount is payable to the beneficiary as a lump sum, or whether the indicated death benefit amount is payable over a period of years.
15. **“Interest Crediting Method”** is the manner in which the insurer credits interest to the annuity, as specified in the contract, and the way they are currently allocated, designated by a percentage. Examples are fixed, 1 year point to point, monthly average, monthly cap etc.
16. **“Terminal Illness Waiver”** is a benefit that is generally built into individual annuity contracts, but can be added by a rider, endorsement or amendment. The benefits are triggered by a qualifying event associated with either the annuitant or owner, as specified by the contract. Example, Aviva’s “Terminal Illness Waiver” is based upon the annuitant of the contract and is included in the contract provisions. If the annuitant, is diagnosed with a terminal illness that is expected to result in death within one year and is in the 2nd year of the contract or greater, the owner may withdraw up to 100% of the “Current Accumulated Value” without surrender charges being applied.
17. **“Confinement Waiver”** is a benefit that is generally built into individual annuity contracts, but can be added by a rider, endorsement or amendment. The benefits are triggered by a qualifying event associated with either the annuitant or owner, as specified by the contract. Example, Aviva’s “Confinement Waiver” is based upon the annuitant of the contract and is included in the contract provisions. If the annuitant, is confined to a qualified care facility for 60 consecutive and is in the 2nd year of the contract or greater, the owner may withdraw up to 100% of the “Current Accumulated Value” without surrender charges being applied.
18. **“Other Waivers”** are benefits that are built into individual annuity contracts. The benefits are triggered by a qualifying event associated with either the annuitant or owner, as specified in the contact.
19. **“Riders Attached to the Contract”** is generally a benefit that can be added to customize the annuity contract and generally includes a fee. Some examples are Income riders, death benefit riders etc.
20. **“Writing Agent”** is the agent that wrote the replaced annuity contract. For purposes of this form, please include the name of the writing agent on the contract(s) being replaced.

**For agent use only. Not for use with the general public.**



Field  
Update



April 26, 2011

From: Maureen Closson, Senior Vice President and Chief Compliance Officer

## Continuing Education Training Required for All Wisconsin Insurance Producers

Aviva has communicated to you previously regarding Wisconsin adopting a new annuity suitability requirement that is substantially similar to the NAIC's new Annuity Suitability Model Regulation. Wisconsin law requires all insurance producers selling or soliciting annuity products to complete a four-hour continuing education course offered by an APPROVED vendor. This is a one-time requirement and is not a condition of license renewal. In addition, the Wisconsin law specifically prohibits insurance producers from soliciting an annuity application in the state of Wisconsin unless the producer has adequate knowledge about the product and/or products being solicited and the producer is in compliance with the issuing insurer's standards for product training.

### **Continuing Education and Aviva's Product Specific Training**

Producers who obtain a life insurance line of authority in Wisconsin on or after May 1, 2011, must complete both a four hour continuing education course offered and Aviva's new product specific training prior to soliciting an annuity application in Wisconsin.

Wisconsin producers holding a life insurance line of authority issued prior to May 1, 2011, will be given until November 1, 2011, to complete BOTH training requirements, provided such producers are in compliance with Aviva's current standards for product training at the time the annuity application is taken. Under Aviva's current standards for product training the producer must have utilized the product specific materials made available by Aviva to gain an adequate knowledge of the product or products being recommended.

Although Wisconsin producers licensed prior to May 1, 2011, have until November 1, 2011 to complete these new training requirements, all producers are encouraged to complete the required training as soon as possible.

### **Aviva, RegEd Partner to Provide Training**

Aviva has partnered with RegEd to provide both components of the required training. Both the four hour continuing education course on annuities and the Aviva product specific course(s) must be completed as described above in order for the producer and Aviva to be considered compliant.

*(continued)*

Upon receipt of contracting paperwork for a new producer, Aviva will process the appointment and email the up line the appointment confirmation along with a link that will provide the producer with instructions on how to access Aviva's training via RegEd. If the producer's email address was provided, Aviva will also send an email with the link to the producer. If the producer did not provide an email address, the up line is responsible for communicating to the producer. For existing producers that request an appointment, Aviva will follow the same process.

The email links to an introductory page providing a brief overview of the law and training requirements. After reviewing this information, producers are directed to the RegEd site to log in to complete the training.

Annuity applications solicited by the producer must be dated at least one day after the completion date of the trainings.

### **Prior Continuing Education Accepted**

If a producer has completed the four hour continuing education course through another approved provider, a new producer may provide a copy of the approved course certificate with the appointment application and an existing producer may fax a copy of the certificate with his/her producer code included to Aviva USA's Licensing Department at 800-531-0038. The producer must also complete the Aviva specific product training found on the RegEd site prior to taking an application.

### **Higher Standard for Insurers and Producers**

In addition to the required training, the Wisconsin law clarifies that both insurers and producers are held to a higher suitability standard in the case of an exchange or replacement of an annuity. The Customer Identification and Suitability Confirmation Worksheet and the Annuity Product Comparison Worksheet document the required factors under the Model that must be taken into consideration when determining suitability and whether the consumer would benefit from the replacing product's enhancements and improvements.

The [Customer Identification and Suitability Confirmation Worksheet 17341](#) (9/09) or (11/10) has already been required with each annuity application. Effective January 1, 2011, the [Annuity Product Comparison Worksheet 17290](#) (9/10) or the appropriate pre-populated version is required for all applications involving an exchange or replacement of an annuity, in all states. Not only will the use of the forms meet the compliance requirement, doing so will also speed up the suitability review and issuance process. These forms are available on the Agent Portal.

**If you have questions regarding the training requirements or the suitability requirements, please contact Annuity Sales Support at 800-255-2405, ext. 6620. Thank you for your commitment to Aviva!**

**We look forward to continuing to work with you.**

# Customer Identification and Suitability

## Confirmation Worksheet



Aviva Life and Annuity Company  
www.avivausa.com

Thank you for your interest in Aviva's Fixed Annuity Product. Please complete this worksheet as part of the application process. The worksheet helps your agent assess your insurance needs and financial objectives. It also ensures compliance with the USA Patriot Act. If additional space is needed please attach another sheet or provide a cover letter of explanation.

**Note:** If applying as a joint owner and your relationship is not spousal, separate worksheets must be completed by each joint owner. For an entity owner, information on pages 1 & 2 of the worksheet must be relevant to the entity. The Identification Verification on page 3 should be provided by the person(s) authorized to act on behalf of the entity.

### FINANCIAL STATUS

1. \_\_\_\_\_ 2. \_\_\_\_\_  
Owner Name Joint Owner Name
3. For annuity applied for, indicate: Premium \$ \_\_\_\_\_ Surrender Charge Period \_\_\_\_\_
4. Monthly Household Gross<sup>1</sup> Income: \$ \_\_\_\_\_  
For example: salary, Social Security payments, pension/retirement benefits, investment and rental income (excludes income currently earned on the money to be used to purchase the annuity).
5. Monthly Household Living Expenses: \$ \_\_\_\_\_  
For example: housing, transportation, insurance, food, health care and property taxes.
6. Monthly Household Disposable Income: \$ \_\_\_\_\_  
(Monthly Income minus Monthly Living Expenses)
7. Source of Income:  Current Wages  Pension Plan  Social Security  Investment Income  
(Check all that apply)  Required Minimum Distribution (RMD) or 72 (t)/(q) distributions  
 Other: \_\_\_\_\_
8. Federal Income Tax Bracket:  0%  10%  15%  25%  28%  33%  35%  Other: \_\_\_\_\_
9. Approximate Household Net Worth\*: \$ \_\_\_\_\_  
\* Approximate net worth = total assets less total debts (not including home and automobile)
10. Liquid Assets after annuity purchase: \$ \_\_\_\_\_  
Examples: checking, savings, short term CDs, bonds, etc.
11. In purchasing this annuity what percentage of your liquid assets will be used? \_\_\_\_\_%
12. Do you have sufficient liquid assets available for emergencies, not including this annuity?  Yes  No
13. Do you anticipate any significant changes in your household's monthly income, monthly living expenses or liquid assets during the surrender charge period of the annuity being purchased?  Yes  No  
(For example, do you expect a reduction in income caused by retirement or pension changes or by an increase in expenses such as housing, medical, nursing home, assisted living or travel expenses?)  
If Yes, please explain: \_\_\_\_\_
14. Check which of the following financial products you own or have previously owned and indicate for how long.  
 Certificates of Deposit \_\_\_\_\_ yrs.  Fixed Annuity \_\_\_\_\_ yrs.  Variable Annuity \_\_\_\_\_ yrs.  
 Stock/Bond/Mutual Funds \_\_\_\_\_ yrs.  Life Insurance \_\_\_\_\_ yrs.  None  
 Other \_\_\_\_\_ yrs, please explain \_\_\_\_\_

<sup>1</sup>Household means the applicant, and if a member of the applicant's household, the applicant's spouse/partner.



15. Did you discuss your current financial and insurance products with your agent before deciding to purchase this annuity?  Yes  No

**FINANCIAL OBJECTIVES**

16. a. Do you understand and accept that you could possibly lose some of your principal if you surrender your policy early during the surrender charge period (if your cash surrender value is less than your premium)?  Yes  No

b. Do you understand and accept that your interest credits may fluctuate depending on the product you are purchasing and, if applicable, the strategy allocation you have selected?  Yes  No

17. Why are you purchasing this product? Check all that apply:

- Income Now
- Flexibility
- Tax Deferral
- Provides Guarantees
- Potential Growth Followed by Income
- Pass Assets on to Beneficiaries
- Lifetime Income Payout
- Other: \_\_\_\_\_

18. How do you anticipate taking money from this annuity? Check all that apply:

- Free/Systematic withdrawals
- Free/Lump Sum
- Income Rider
- Required Minimum Distributions
- Immediate Income
- Annuitize in the future
- I don't anticipate taking any distributions
- Other please explain: \_\_\_\_\_

19. When do you first plan to take money from this annuity?

- Less than 1 year
- 1 to 5 years
- 6 to 9 years
- 10 or more years
- I don't anticipate taking any distributions

20. How long do you plan to keep this annuity?  1-3 years  4-7 years  8-10 years  10 or more years

21. Is the purchase of this annuity in any way related to the establishment of a trust or based in any way on information provided during the establishment of a trust?  Yes  No

If yes, please explain: \_\_\_\_\_

22. What other information, if any, did you consider material in deciding to purchase this annuity? Please explain:

\_\_\_\_\_

**SOURCE OF FUNDS**

23. What is the source of funds for this annuity? Check all that apply:

- Annuity
- Life Insurance
- Certificates of Deposit
- Other Investments
- Other: \_\_\_\_\_

Please provide the company name or type and list the dollar **amount and percentage** of any surrender charge, penalty, bonus recapture charge, other costs or fees associated with the source of funds. Do not reduce amount/percentage by any bonus on this annuity or any offset such as a positive Market Value Adjustment (MVA).

No penalty charge associated with source of funds.

Source of Funds	Penalty Dollar Amount	Penalty Percentage
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %



**CUSTOMER IDENTIFICATION VERIFICATION**

**Owner Verification** US Citizen:  Yes  No

**Joint Owner Verification** US Citizen:  Yes  No

Occupation \_\_\_\_\_

Occupation \_\_\_\_\_

Place of Birth \_\_\_\_\_

Place of Birth \_\_\_\_\_

Type of Government \_\_\_\_\_

Type of Government \_\_\_\_\_

Issued Photo ID \_\_\_\_\_

Issued Photo ID \_\_\_\_\_

ID Number \_\_\_\_\_

ID Number \_\_\_\_\_

State or Country of Issue \_\_\_\_\_ Exp. Date \_\_\_\_\_

State or Country of Issue \_\_\_\_\_ Exp. Date \_\_\_\_\_

OR

OR

Unexpired Government issued photo ID not available.

Unexpired Government issued photo ID not available.

**AGENT'S CONFIRMATION**

- a. Was the owner's decision to purchase this annuity based on your recommendation?  Yes  No
- b. Please describe how the annuity you recommended will assist the applicant in meeting his or her needs and objectives.  
\_\_\_\_\_
- c. Please describe any significant disadvantages for your client in selecting this annuity.  
\_\_\_\_\_

By signing below, I acknowledge that:

- I have made a reasonable effort to obtain information from the Owner concerning the Owner(s)' financial status, tax status, financial objectives and other information considered reasonable.
- It is my belief that based on the information the Owner provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for, based on my recommendation is suitable for the Owner(s)' insurance needs and/or financial objectives.
- In addition, I have verified the identity of the owner(s) and believe the information the owner(s) provided to me regarding his or her identity is true and accurate.
- I considered the risk associated with the amount of the annuity premium and the coverage limits provided by the applicable state life and health guaranty association.

Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

**OWNER'S CONFIRMATION**

Was your decision to purchase this annuity based on your agent's recommendation?  Yes  No

By signing below, I acknowledge that:

- I reviewed the Customer Identification Notice (form number 10200) and agree with the terms of the notice.
- The information I provided on pages 1 through 3, regarding my financial status, tax status, financial objectives, identification information and any other information requested by my agent is complete and accurate to the best of my knowledge.
- Neither the Company nor its representatives offer legal or tax advice and that I have been advised to consult my own personal attorney or tax advisor on any tax matters.
- The annuity I am applying for is a long term contract with substantial penalties for early withdrawal; additionally I am aware that any withdrawals taken from the annuity may result in a taxable event.
- I understand that if I am replacing an existing annuity, I may incur a surrender charge penalty, that I may or may not be able to overcome any penalty incurred and that I may or may not be able to reinstate the replaced contract(s).
- I believe the annuity I am applying for is suitable according to my insurance needs and/or financial objectives.

**New Jersey Residents:** Please be advised that the sale and suitability of annuities is regulated by the Department of Banking and Insurance and that consumers may obtain assistance from the Department by contacting 609-292-7272 or 1-800-446-7467, or by visiting the Department's website at [www.njdobi.org](http://www.njdobi.org).

Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Joint Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_





# Annuity Product Comparison Worksheet

Please complete separate forms for any additional contracts being replaced.

Owner Name \_\_\_\_\_

Product Specs and Features	Replaced Contract	2nd Replaced Contract (If applicable)	Proposed Contract
1. Name of Company			
2. Type of Contract			
3. Contract Number			
4. Date of Issue			
5. Initial Premium	\$	\$	\$
6. Bonus	\$	\$	\$ <input type="checkbox"/> N/A
7. Bonus Recapture Charge	Current year ____% or <input type="checkbox"/> N/A	Current year ____% or <input type="checkbox"/> N/A	1st year ____% or <input type="checkbox"/> N/A
8. Current Accumulated Value	\$	\$	
9. Current Surrender Value	\$	\$	
10. Surrender Charge Schedule for Remaining Years			
11. Free Withdrawal Percentage			
12. Market Value Adjustment	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Annual Minimum Guaranteed Interest Rate			
14. Death Benefit	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Annuitized \$ _____	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Annuitized \$ _____	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Annuitized
15. Interest Crediting Method	<input type="checkbox"/> fixed ____% ____ yrs. <input type="checkbox"/> indexed (describe strategy) _____	<input type="checkbox"/> fixed ____% ____ yrs. <input type="checkbox"/> indexed (describe strategy) _____	<input type="checkbox"/> fixed ____% ____ yrs. <input type="checkbox"/> indexed (describe strategy) _____
16. Terminal Illness Waiver			
17. Confinement Waiver			
18. Other Waivers			
19. Riders Attached to the Contract (example: income, death benefit)			
20. Writing Agent			

21. Please list other features compared and considered, if any: \_\_\_\_\_

22. How will the replacement contract better assist you in meeting your insurance needs and financial objectives?  
 Lifetime Income Payout    Interest Rates/Index Credit Potential    Penalty-free Death Benefit  
 Change in Financial Objective    Enhanced Benefits    Increased Liquidity    Multiple Index Options  
 Immediate Income    Other - Please Explain \_\_\_\_\_

23. Have you exchanged any annuities within the preceding 36 months? . . . . .  Yes  No  
 If Yes, please explain \_\_\_\_\_

- You should understand:
- You may or may not be able to overcome any surrender charge incurred due to the replacement of your existing contract.
  - Once the existing contract is replaced, you may or may not be able to reinstate that contract.
  - That the annuity you are applying for will have a withdrawal charge on any withdrawals over the free withdrawal amount provided in the contract during the withdrawal charge period.

I have reviewed and compared the contract provisions of the existing annuity contract to the annuity contract I am applying for and believe this is appropriate for me according to my current insurance needs and financial objectives.

Prospective Owner Signature \_\_\_\_\_ Date \_\_\_\_\_ Prospective Joint Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Producer's Signature \_\_\_\_\_ Date \_\_\_\_\_





# Annuity Product Comparison Worksheet

## Explanation of Terms

1. **"Name of Company"** is the name of the insurer/carrier of the contract being replaced.
2. **"Type of Contract"** is the generic name of the contract that is being replaced. Examples of "Types of Contracts" are Fixed Indexed Annuity (FIA), Fixed (Declared rate) Annuity, Single Premium Immediate Annuity (SPIA), and Variable Annuity (VA).
3. **"Contract Number"** is the alphanumeric or numeric code given to you by the insurer to identify your policy.
4. **"Date of Issue"** is the original date for which the anniversary of the replaced contract is driven.
5. **"Initial Premium"** is the amount of money placed in the contract as of the Date of Issue.
6. **"Bonus"** is any Premium or Interest Rate bonus paid by the insurer at inception of the annuity contract and may be expressed as a percentage of the initial premium or other amount, or a dollar amount, as stated in the annuity contract.
7. **"Bonus Recapture Charge"** is an additional surrender percentage that is charged if contract is surrendered or any withdrawals exceeding the "free withdrawal" limit.
8. **"Current Accumulated Value"** is the amount of money that generally consists of "Initial Premium" plus any "Premium Bonus" and interest credited to the contract minus withdrawals taken from the contract.
9. **"Current Surrender Value"** is the amount of money a client can walk away with if the contract is fully surrendered. It generally consists of the current accumulated value minus applicable surrender charges and any applicable Market Value Adjustment ("MVA").
10. **"Surrender Charge Schedule for Remaining Years"** the percentage rate per year remaining in the surrender charge schedule that would be deducted from the existing annuity contract if surrendered, or any withdrawals exceeding the "free withdrawal percentage".
11. **"Free Withdrawal Percentage"** is the withdrawal percentage that may be taken from the annuity's accumulated value that is not subject to surrender charges and/or MVA.
12. **"Market Value Adjustment"** is the increase or decrease in the surrender value of the contract (if applicable) that is made by the insurer to reflect changes in interest rate conditions between the issue date and the surrender date.
13. **"Annual Guaranteed Minimum Interest Rate"** is the annual guaranteed minimum interest rate (if any) the insurer credits to the accumulated value of the annuity contract as stated in the contract.

14. **“Death Benefit”** is the net amount that is payable to the designated beneficiary or beneficiaries of the annuity contract. “Lump Sum” and “Annuitized” refer to whether the indicated death benefit amount is payable to the beneficiary as a lump sum, or whether the indicated death benefit amount is payable over a period of years.
15. **“Interest Crediting Method”** is the manner in which the insurer credits interest to the annuity, as specified in the contract, and the way they are currently allocated, designated by a percentage. Examples are fixed, 1 year point to point, monthly average, monthly cap etc.
16. **“Terminal Illness Waiver”** is a benefit that is generally built into individual annuity contracts, but can be added by a rider, endorsement or amendment. The benefits are triggered by a qualifying event associated with either the annuitant or owner, as specified by the contract. Example, Aviva’s “Terminal Illness Waiver” is based upon the annuitant of the contract and is included in the contract provisions. If the annuitant, is diagnosed with a terminal illness that is expected to result in death within one year and is in the 2nd year of the contract or greater, the owner may withdraw up to 100% of the “Current Accumulated Value” without surrender charges being applied.
17. **“Confinement Waiver”** is a benefit that is generally built into individual annuity contracts, but can be added by a rider, endorsement or amendment. The benefits are triggered by a qualifying event associated with either the annuitant or owner, as specified by the contract. Example, Aviva’s “Confinement Waiver” is based upon the annuitant of the contract and is included in the contract provisions. If the annuitant, is confined to a qualified care facility for 60 consecutive and is in the 2nd year of the contract or greater, the owner may withdraw up to 100% of the “Current Accumulated Value” without surrender charges being applied.
18. **“Other Waivers”** are benefits that are built into individual annuity contracts. The benefits are triggered by a qualifying event associated with either the annuitant or owner, as specified in the contact.
19. **“Riders Attached to the Contract”** is generally a benefit that can be added to customize the annuity contract and generally includes a fee. Some examples are Income riders, death benefit riders etc.
20. **“Writing Agent”** is the agent that wrote the replaced annuity contract. For purposes of this form, please include the name of the writing agent on the contract(s) being replaced.

**For agent use only. Not for use with the general public.**