

Non-Qualified Annuities - Request for Disbursement/Systematic Withdrawal Form

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Policy Number	Owner/Annuitant	Phone Number	
Owner's Legal Address--Street		City	State Zip

Payment requests will be mailed to the owner unless alternative instructions are shown below. If jointly owned, a check will be made payable to both owners and but will be mailed to the first owner's address.

Alternate Payee Name and Address:

(Directing annuity payments to another payee does not constitute a reduction in reportable income or tax liability to the owner).

Standard Shipping: Overnight Shipping (not available for Systematic Withdrawals):

Carrier: _____ Account Number: _____

CHECK ONE:

PARTIAL SURRENDER Complete Sections 1, 5, 6, 7

FULL SURRENDER Complete Sections 2, 4, 5, 6, 7

SYSTEMATIC WITHDRAWAL REQUEST Complete Sections 3, 5, 6, 7

SECTION 1 - PARTIAL SURRENDER - When this section is complete, please proceed to Section 5.

Do not return policy with this request form.

This partial surrender is to be in accordance with and is subject to the provisions of the policy.

CHECK ONE:

MAXIMUM PARTIAL SURRENDER (Payment will equal the surrender value minus the amount contractually required to keep the policy in force.)

PARTIAL SURRENDER OF \$ _____ (MUST BE AT LEAST \$500)

MAXIMUM AVAILABLE "SURRENDER CHARGE FREE" (IF APPLICABLE)

CHECK ONE: (If left blank, the GROSS amount will be processed)

I request the **GROSS** amount (amount paid will be decreased by any applicable deductions)

I request **NET** amount (Amount withdrawn will be increased by any applicable deductions)

This partial surrender is to be in accordance with and is subject to the provisions of the policy.

SECTION 2 - FULL SURRENDER - When this is section complete, please proceed to Section 4.

Please return policy with this request form. If policy is lost, please complete Section 4 of this form, and then complete Section 5.

I hereby request the present cash surrender value of my policy listed above. I understand that surrender charges may be applicable.

Except for payment of the surrender value less any indebtedness to the Company under this policy, the Company is hereby released from all liability under this policy.

SECTION 3 - SYSTEMATIC WITHDRAWAL When this section is complete, please proceed to Section 5.

CHECK ONE:

INTEREST ONLY: The payments with this option may vary depending on the number of days in the modal period and/or the interest crediting method (s) available for the specific annuity owned.

SPECIFIC DOLLAR AMOUNT - I hereby request payments of a specific amount. If payment exceeds the free withdrawal amount specified in my policy, the withdrawal will be subject to applicable surrender Charges. Payments must be at least \$100 per modal period

\$ _____

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I understand that my payments will be **GROSS** (less any applicable deductions) unless I elect otherwise. I request the **NET** amount of the selection above. I understand that the amount withdrawn will be increased by any applicable deductions.

PAYMENT FREQUENCY: CHECK ONE		NOT ALL POLICIES ARE ELIGIBLE FOR SYSTEMATIC WITHDRAWALS	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannual <input type="checkbox"/> Annual		PAYMENT START DATE: <input type="checkbox"/> Immediately <input type="checkbox"/> Other	
<p>Payments may not: (a) begin prior to one modal period from the issue date, (b) conflict with the Buy Date on FIAs (1st, 8th, 15th or 22nd, or (c) be sent monthly on the 29th, 30th or 31st.</p> <p>If restricted dates are requested, the next available day after the day requested will become the payment date.</p>		Specified Start Date:	
<input type="checkbox"/> END DATE: I elect to have my payments end on the date specified. If not elected, payments will continue until you notify us that you wish payments to stop.		Specified End Date:	
METHOD OF DISTRIBUTION:		<input type="checkbox"/> Checking	
<input type="checkbox"/> CHECK <input type="checkbox"/> EFT		<input type="checkbox"/> Savings Routing#: _____ Account# _____	
ELECTRONIC FUNDS TRANSFER (EFT) – Please include a voided check with this form for Checking or for Savings, please include a deposit slip and confirm the routing and account numbers here.			

SECTION 4 -When this section is complete, please proceed to Section 5.

LOST POLICY CERTIFICATION

- By checking this box, I hereby represent that the above-referenced policy has been lost, mislaid, or destroyed, as I have been unable to find it after careful search and inquiry. By my signature below, I agree to hold the Company harmless from all loss, expense and liability for which the Company may become liable as a direct or indirect result of accepting this transaction without requiring the return of the policy. If the policy or any interest thereon has at any time been assigned, transferred or pledged to any person, company or corporation, the undersigned hereby attaches a copy of the assignment or states that the date thereof is _____, that the assignment is (absolute or collateral) and that the full particulars are as follows: _____
- Assignee's Signature: _____

SECTION 5 – NOTICE OF TAX AND WITHHOLDING ELECTION (MUST BE COMPLETED)

- The Company will withhold, as required by Law, **Federal Income Tax** from the taxable portion of your annuity distribution unless you elect not to have any withholding.
- Federal Income tax withholding is generally at a 10% rate, but you may elect not to withhold any taxes. **PLEASE CONSULT A TAX ADVISOR REGARDING YOUR SPECIFIC SITUATION PRIOR TO MAKING YOUR ELECTION.**
- The election to have no withholding is available only to individuals who are U.S. Citizens or residents and have a mailing address in the United States. If the distribution is being delivered outside the United States, or in care of a person in the U.S., additional withholding requirements apply.
- If you elect not to have **Federal or State Income Tax** withheld, you may still be liable for payment of federal income and, if applicable, state income tax on the taxable portion of the distribution.
- You may be subject to tax penalties under the Estimated Tax Payment Rules if any payments of estimated tax and withholding are insufficient (IRS Publication 505 explains federal estimated tax requirements and penalties).
- The Internal Revenue Service may impose tax penalties for distributions prior to age 59 ½.
- In States where **State Income Tax** is not required or is voluntary for the Company we DO NOT withhold state income taxes.
- **State Income Tax** will be withheld in states where it is Mandatory unless you elect not to have withholding.
- **You may revoke your Federal withholding election at any time by filing IRS Form W-4P. Your election will remain in effect until revoked.**

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Check one.

<input type="checkbox"/> Do Not withhold Federal Income Tax
<input type="checkbox"/> Withhold Federal Income Tax- (The maximum amount may not exceed 50% of the taxable amount)

You are required to furnish your state's withholding form where applicable, please contact your tax advisor or your state's taxing authority for questions. AZ, AR, CA, CT, IN, IA, KY, ME, MD, MA, NY, NC, OH, WV, MS

<input type="checkbox"/> DO NOT withhold State Income Tax		
<input type="checkbox"/> Withhold State income tax – minimum required - Certain States allow you to specify the amount or percentage to withhold. If applicable please specify here.	%	\$

FOR CALIFORNIA RESIDENTS ONLY - In addition to the above for partial withdrawals and/or surrenders, the undersigned expressly waives all protection under California Civil Code §1542. It is the undersigned's intention to fully, finally, and forever settle and release the Company for all matters relating to the transaction(s) herein described. In furtherance of this intention, the release herein given shall be and remain in effect as full and complete notwithstanding the discovery or existence of any additional or different claims or facts.

SECTION 6 – SIGNATURE & CERTIFICATION

1. I have read and understand all sections of this form that are applicable to my request.
2. These statements are true and complete to the best of my knowledge and belief.
3. I am aware that there may be tax consequences associated with this transaction.
4. I am aware that OM Financial Life Insurance Company, affiliates and representatives cannot give tax advice and have been advised to consult an independent tax advisor.
5. I certify that my Social Security/Taxpayer identification number on this form is correct, that I am a U.S. person (U.S. citizen or resident alien). **The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**
6. I certify that I am not subject to backup withholding.
7. By not furnishing the correct taxpayer identification number I may be subject to additional penalties imposed by the Internal Revenue Service.

Notice to Non-US Persons:

I am **NOT** a U.S. Citizen or other U.S. person (Submit Valid completed W-8BEN form).

A valid completed W-8BEN form must be submitted, which includes a U.S. Taxpayer Identification Number must be submitted in order to claim treaty exemption. Mandatory withholding of 30% of the taxable portion of the payment will apply if this is not received. If you have applied for a U.S. Taxpayer Identification Number write "APPLIED" next to this statement.

Owner Signature: (Please do not print)	Title, if applicable	Date:
Taxpayer Identification Number (SSN, EIN, ITIN)*:		
Joint Owner (If applicable):	Title, If applicable	Date:
Other Required Signature (if applicable)	Title, if applicable	Date:
*Taxpayer Identification Number is required		

Signature Instructions

Attorney-in-Fact	The attorney-in-fact must sign in capacity as "attorney-in-fact"; provide a copy of the entire power of attorney document, if not previously submitted.
Corporation, LLC	Two Officers of the company or managing member of the LLC must sign with title and provide either a corporate or board of director's resolution, a copy of the Articles of Incorporation or operating agreement for the LLC. Officer 2, sign in Other Required Signature section.
Guardian	The guardian must sign in capacity and provide a copy of the current guardianship document (e.g. John Doe, guardian)
Irrevocable Beneficiary	The irrevocable beneficiary must sign in the Other Required Signature section.
Partnership	All partners must sign with title, or the general or managing partner must sign with title. Two signatures required. Partner 2 sign in "Other Required Signature" section.
Trust	All trustee(s) must sign with title "trustee" according to the terms of the Trust Agreement,
SPOUSE -	See SECTION 7 for Community Property State Signature Requirements

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SECTION 7 - COMMUNITY PROPERTY STATES – AK, AZ CA, ID, LA, NM, NV, TX, WA, WI

If you RESIDE in one of the States listed above, please complete the additional information below:

CHECK ONE

<input type="checkbox"/> I have never been married or I was divorced, or widowed prior to the issue date of this annuity (<i>Please acknowledge by signing below</i>)	
<input type="checkbox"/> I am currently married (<i>your spouse must consent to the transaction by signing below</i>)	
<input type="checkbox"/> My spouse is deceased, attach copy of Death Certificate	Date of Death:
<input type="checkbox"/> I was divorced after the issue date of this annuity:	Date of Divorce:
(A) and the policy was mentioned in the Divorce Decree or Property Settlement (<i>attach a copy of the court documents. If unable to provide, ex-spouse must consent by signing below</i>); or	
(B) the policy was not mentioned directly or indirectly in the Decree or Property Settlement Agreement, (<i>Ex-spouse must consent by signing below</i>).	
Spouse Consent:	Date:
Ex-Spouse Consent:	Date:

Unless the Company has been notified of a community property interest in this policy, the Company shall be entitled to rely on its good faith belief that no such interest exists and assumes no responsibility for inquiry. The insured and/or policy owner signing this form agree to indemnify and hold the Company harmless from the consequences of accepting this transaction.

NO AGENT IS AUTHORIZED TO ALTER THE TERMS OF THE CONTRACT OR BIND THE COMPANY.