



AUTHORIZATION TO DISCLOSE POLICY INFORMATION

Letter of Notification:

In accordance with New York Insurance Department Regulation 60, please furnish the information needed for completing the enclosed Disclosure Statement.

Please forward the information to: Lincoln Financial Group, Servicing Office: PO Box 2348, Fort Wayne, IN 46801-2348.

Please provide the following information:

Agent or Broker's Name: \_\_\_\_\_

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

Agent or Broker's Telephone Number: \_\_\_\_\_ Agent or Broker's Fax Number: \_\_\_\_\_

Proposed Product Name: \_\_\_\_\_

I authorize the release of information on the below mentioned policy(ies), as is needed to complete New York's required Disclosure Statement. This authorization is valid until revoked by me in writing.

1) Policyowner's Signature Date Print Name of Policyowner
Address Policy Owner Date of Birth SSN
City State Zip Code

2) Policyowner's Signature Date Print Name of Policyowner
Address Policy Owner Date of Birth SSN
City State Zip Code

Replaced Company Information:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Replaced Policy(ies) Information:

Replaced Policy No. 1: \_\_\_\_\_ Replaced Policy No. 2: \_\_\_\_\_

Replaced Policy No. 3: \_\_\_\_\_ Replaced Policy No. 4: \_\_\_\_\_

Note to Agent or Broker: Please provide one copy for each replaced company to the appropriate Annuity Service Office and one copy to the policy owner(s).

## FIXED ANNUITY SUITABILITY FORM

**This form is required for all fixed annuity products with fixed and/or indexed rates.**

It is important that the annuity contract\* you choose is suitable for your insurance needs and financial objectives. If the purchase of this annuity contract involves a replacement of an existing annuity or life insurance policy, you should know that the Company does not encourage such replacements unless you have all the relevant facts. You should be reasonably satisfied that the product meets your needs and objectives; that you are fully educated on the advantages and disadvantages of a replacement; that you have the knowledge necessary to make an informed decision; and that you have received complete and accurate replacement forms as required by state regulations. The Company expects each producer selling its products to determine the appropriateness of each product recommendation according to the Company's guidelines prior to submitting an application. Please read the questions and statements on this Fixed Annuity Suitability Form carefully. **If you prefer not to provide some or all of the information in item (2) below, you must check the corresponding box next to the requested information.**

### 1. GENERAL INFORMATION

- a. Owner/Applicant's Name: \_\_\_\_\_ Age (years): \_\_\_\_\_  
 b. New Contract Surrender Charge Period: \_\_\_\_\_  
 c. Social Security/Tax ID Number: \_\_\_\_\_  
 d. Total Premium/Purchase Payment: \_\_\_\_\_

### 2. FINANCIAL INFORMATION

**Check box next to item if you do not want to disclose information.**

- a. What is your annual income? \$ \_\_\_\_\_   
 What is your net worth? (excluding home, furnishings and auto) \$ \_\_\_\_\_   
 What is the amount of your liquid assets? (checking account, savings account, CDs, stocks, bonds, mutual funds, annuities, etc.) \$ \_\_\_\_\_   
 b. Is the percentage of purchase premium to liquid assets greater than 25% of the liquid assets?  Yes  No  
 If "Yes", what percentage? \_\_\_\_\_ %

### 3. APPROXIMATE FEDERAL TAX BRACKET

What is your approximate federal tax bracket?  less than 15%  15-28%  Greater than 28%

### 4. FINANCIAL OBJECTIVE(S)

What are your financial objectives? (check all boxes that apply)  Income Tax Deferral  Asset Accumulation  Guarantees  
 Income  Protection of Principal  Pass on to Beneficiaries  Other \_\_\_\_\_

### 5. SOURCE OF FUNDS

- a. What is the source of funds for purchasing this fixed annuity? (check all boxes that apply)  Annuity  Life Insurance  CDs  
 Savings/Checking  Reverse Mortgage/Home Equity Loan  Mutual Funds  Other \_\_\_\_\_  
 b. Will you incur a surrender charge or penalty to fund the purchase of this fixed annuity?  Yes  No  
 If yes, how much? \_\_\_\_\_  
 c. Is the proposed annuity contract a replacement of an existing annuity contract or life insurance policy?  Yes  No  
 If 'yes', what type of product is being replaced?  Fixed Annuity  Indexed Annuity  Variable Annuity  Life Insurance  
 d. I am replacing my existing policy or contract because:  
 \_\_\_\_\_  
 \_\_\_\_\_

\*Contract may be referred to as "policy" or "certificate."

**(Complete and Return with the Fixed Annuity Application.)**

**6. AVAILABLE FUNDS**

Do you have sufficient cash or other liquid assets for living expenses and any expenses for unexpected emergencies, such as medical expenses, in excess of the premium you are paying for this fixed annuity?  Yes  No

If "No", please explain: \_\_\_\_\_

**7. TIME HORIZON**

Do you intend to withdraw more than 10% of the contract's accumulation value in any contract year during the contract's surrender charge period ? (This question applies to a deferred annuity only and does not apply to a Single Premium Immediate Annuity ("SPIA").)

Yes  No  N/A (SPIA)

**8. DISTRIBUTIONS**

How do you anticipate taking distributions from this annuity? (check all boxes that apply) (This question applies to a deferred annuity and does not apply to a Single Premium Immediate Annuity ("SPIA").)

Annuitize  Partial surrenders (including "free partial withdrawals")  Lump sum  
 Required Minimum Distribution  Systematic withdrawals  N/A (SPIA)

**9. SURRENDER CHARGES**

a. I understand that this annuity contract has surrender charges for early withdrawals, surrenders or termination. I intend to keep the annuity contract at least through the contract's surrender charge period. I have been provided with and read a product disclosure statement that discloses the surrender charge period and the surrender charge percentages for this annuity contract. (These statements apply to a deferred annuity and do not apply to a Single Premium Immediate Annuity ("SPIA").)

Yes  No  N/A

b. I understand that the SmartIncome<sup>SM</sup> Inflation Annuity contract has surrender charges for early unscheduled payments. I have been provided with and read a product disclosure statement that discloses the surrender charge period and the surrender charge percentages for this annuity contract.  Yes  No  N/A

**OWNER/APPLICANT'S STATEMENT**

I confirm the information given is accurate. My agent has discussed surrender charges and other costs with me and I believe that the annuity contract is appropriate for my insurance needs and financial objective(s).

\_\_\_\_\_  
Owner/Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Owner/Applicant's Signature

\_\_\_\_\_  
Date

**AGENT'S STATEMENT**

I believe the purchase of this annuity contract is suitable based on information provided by the Owner/Applicant(s) regarding his/her insurance needs and financial objective(s). I have discussed the advantages and disadvantages of discontinuing or modifying an existing long-term care policy, life insurance policy or annuity contract (if applicable) with my client, including the replacement concerns and issues mentioned above. I have determined that the existing coverage or annuity contract (if applicable) no longer meets the client's insurance needs and objectives and that the proposed annuity contract is appropriate in accordance with the Company's Fixed Annuity Suitability Position Statement and, if applicable, Appropriateness of Replacements Position Statement. I have used only Company approved sales material in conjunction with this sale. I have left copies of all sales material with the Owner/Applicant(s) at the time the Application was submitted.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent's Printed Name

## IMMEDIATE ANNUITY SUPPLEMENT

### Disbursement Method

**Payment Disbursement Method:**     EFT (Electronic Funds Transfer)     Check

#### EFT Disbursement

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

Financial Institution Address: \_\_\_\_\_

Financial Institution Telephone Number: \_\_\_\_\_

ABA Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Checking (Checking - voided Check required)                       Savings

**Check Disbursement** (Complete only if the check should be made payable to other than the owner.)

Payee: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### Rate Lock Information for Transfers and Exchanges only (Select an option below)

**60-Day Payout Rate Lock Authorization:** A 60-Day payout rate lock is available for immediate annuity contracts\* (limited to the maximum premium or less) involving 1035 Exchanges or Trustee-to-Trustee transfers, and Lincoln initiated transfers from financial institutions or mutual fund companies. If the payout rate lock is selected, the payout rates used for determining annuity payments will be locked for 60 calendar days from the date the Company receives all properly completed paperwork (including, but not limited to, a signed application, a valid signed illustration, a signed transfer request, and proof of date of birth if a life payment option is selected), regardless of the current payout rates (whether higher or lower) in effect at the time the funds are received by the Company. If the rate lock is not selected, the payout rates used to determine annuity payments will be the payout rates in effect at the time the funds are received by the Company. In the case of multiple exchanges/transfers, the payout rates used will be the current rates in effect at the time the last transfer is received by the Company. If the transfer of money is not received by the Company before the end of the last business day of the 60-Day rate hold period, the rate lock will expire and the payout rates will be the current rates in effect at the time all transfers are received by the Company. If no selection is made, the Company will use the payout rates in effect at the time all funds are received from the current company or trustee/custodian. The payout rates are based upon the illustration provided with the completed application. If for some reason the illustration provided is invalid or expired when received by the Company, a new illustration will be generated at that time and that illustration date will be the first day of a new 60 calendar day period.

#### **60-Day Payout Rate Lock Authorization - Select an option by checking the appropriate box:**

- Yes    Lock the current payout rates available at the time the properly completed paperwork is received by the Company. I understand the payout rate lock expires on the last business day of the 60 calendar days.
- No    Do not lock the current payout rates, instead use the payout rates available at the time all funds are received by the Company. I understand that my selection is irrevocable.

\* "Contract" may be referred to as "Policy" or "Certificate".

**Federal/State Income Tax Withholding (W4-P)**

The withholding election will remain in effect unless the Company is notified of a change. You may change your election at anytime. If you elect not to have federal income tax withheld, you are liable for payment of federal income tax on your distribution. You may also be subject to tax penalties under the estimated tax payment rules if your payment of estimated tax and withholding, if any, are not adequate. You may wish to discuss your withholding election with a qualified tax advisor.

Select One of the following withholding options:

- Do not withhold federal income tax.
- Withhold federal income tax based on the following exemptions:
  - A. Single with \_\_\_ allowances (if left blank, default will be married plus 3 allowances)
  - B. Married with \_\_\_ allowances (if left blank, default will be married plus 3 allowances)
  - C. Amount to be withheld in addition to specified exemptions \$ \_\_\_\_\_  
(If option C is selected, option A or B must also be completed.)

Note: If tax information is not provided, federal taxes and applicable state taxes will be withheld using married and 3 allowances.

**Authorization and Signature**

By signing below, you certify that you:

- Authorize the Company to deposit payments into the account identified on this form by direct deposit. This authorization requires the financial institution to be a member of the National Automated Clearing House Association (NACHA). You also authorize the Company to initiate corrections, if necessary, to any amounts credited or debited to your account in error.
- Authorize this direct deposit to remain in effect until your immediate annuity payments terminate or you notify the Company of a change in sufficient time to act. You agree to hold the Company harmless for any errors made by your financial institution, including the date funds are actually credited to your bank account.
- Agree that all information provided on this form is accurate.

\_\_\_\_\_  
Signature of Contract Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Owner, if any

\_\_\_\_\_  
Date

Servicing Office:  
Lincoln Life & Annuity Company of New York  
Servicing Office - PO Box 7809  
Fort Wayne, IN 46801-7809

Overnight Address:  
Lincoln Life & Annuity Company of New York  
Individual Annuity Operations  
1300 South Clinton Street  
Fort Wayne, IN 46802

Instructions: Please type or print. ANY ALTERATIONS TO THIS APPLICATION MUST BE INITIALED BY THE CONTRACT OWNER.

**Product being applied for: Lincoln Insured Income<sup>SM</sup>**

**1a Contract Owner** (See Minimum and Maximum age for selected product.)

Full Legal Name of Individual or Trust**	SSN/TIN	Date of Birth	<input type="checkbox"/> Male <input type="checkbox"/> Female
Street Address	Home Telephone Number		
City	State	Zip	Citizen of (Country)
Mailing Address (if different than above)			
City	State	Zip	
Trustee Name**	Date of Trust	Is Trust revocable** <input type="checkbox"/> Yes <input type="checkbox"/> No	

\*\* Trust document pages are required. Please send document pages that show the Trust's name, Date of the Trust, Grantor Names, Trustee Names and Trustee signatures.

**1b Joint Contract Owner, if any** (Non-Qualified Market Only.) (See Minimum and Maximum age for selected product.)

Full Legal Name of Individual or Trust**	SSN/TIN	Date of Birth	<input type="checkbox"/> Male <input type="checkbox"/> Female
Street Address			
City	State	Zip	
Citizen of (Country)	Relationship To Owner	<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse	

**2a Annuitant** (If no Annuitant is specified, the Contract Owner, or Joint Owner if younger, will be the Annuitant.)  
(See Minimum and Maximum age for selected product.)

Same as:    Owner     Joint Owner     Other - provide information below

Full Legal Name of Individual	SSN/TIN	Date of Birth	<input type="checkbox"/> Male <input type="checkbox"/> Female
Street Address			
City	State	Zip	
Citizen of (Country)	Relationship To Owner		

**2b Joint Annuitant, if any** (Only available for *Lincoln SmartIncome*<sup>SM</sup> and *Lincoln Insured Income*<sup>SM</sup>.)

\_\_\_\_\_  Male  
 Full Legal Name of Individual SSN/TIN Date of Birth  Female  
 \_\_\_\_\_  
 Street Address Home Telephone Number  
 \_\_\_\_\_  
 City State Zip  
 \_\_\_\_\_  
 Citizen of (Country) Relationship To Owner

**3 Beneficiary(ies) of Contract Owner** (List additional beneficiaries in Section 9.)  
(If submitted separately must be signed and dated by the contract owner.)  
(Use whole percentages and the allocation total must equal 100%.)

Beneficiaries share equally unless otherwise indicated.

**Primary Beneficiary(ies)**

\_\_\_\_\_ Relationship to Contract Owner Date of Birth/Trust  
 Full Legal Name of Individual or Trust  
 \_\_\_\_\_ % or Other \_\_\_\_\_  
 SSN/TIN

\_\_\_\_\_ Relationship to Contract Owner Date of Birth/Trust  
 Full Legal Name of Individual or Trust  
 \_\_\_\_\_ % or Other \_\_\_\_\_  
 SSN/TIN

**Contingent Beneficiary(ies)**

\_\_\_\_\_ Relationship to Contract Owner Date of Birth/Trust  
 Full Legal Name of Individual or Trust  
 \_\_\_\_\_ % or Other \_\_\_\_\_  
 SSN/TIN

\_\_\_\_\_ Relationship to Contract Owner Date of Birth/Trust  
 Full Legal Name of Individual or Trust  
 \_\_\_\_\_ % or Other \_\_\_\_\_  
 SSN/TIN

**4 Type of Annuity Contract** (ACORD Form 951 required for Transfers/Exchanges/Rollovers, Sections 4-6.)

Purchase Payment/Premium amount remitted with application \$ \_\_\_\_\_  
 Non-Qualified:  1035 Exchange  Transfer of Non-Insurance Accounts  Cash  
 Tax-Qualified:  Transfer (to same market)  Rollover (to different market)  60-Day rollover  Cash Contribution Tax Year \_\_\_\_\_  
 Market at previous carrier \_\_\_\_\_  
 Tax-Qualified Market applying for:  Roth IRA  Traditional IRA  Other \_\_\_\_\_  
 (Some Qualified Retirement Plans may require a Hold Harmless Agreement.) (Prior approval required)  
 Multiple Transfers:  Issue the contract with the first piece of money received.  
 Issue the contract when all of the money has been received.  
 Approximate transfer amount: Total \$ \_\_\_\_\_

**5 Lincoln In-Force or Pending Annuities**

List the total amount of in-force and pending Lincoln annuity contracts. If none, check this box.  List additional contracts in Section 9.

Contract Number	Account Value	Product
Contract Number	Account Value	Product
Contract Number	Account Value	Product

**6 Replacement Information** (List additional policies/contracts in Section 9.)

Do you own any existing annuities or life insurance?  Yes  No  
 (If Yes, a replacement form is required for applications signed in an NAIC state.)  
 Will the proposed contract replace any existing annuity or life insurance?  Yes  No  
 (If Yes, complete the information below with the contract information being replaced and provide the applicable state replacement form(s) for the state signed. The replacement form for NAIC states in the question above would also fulfill this replacement requirement.)

Company	Approximate Transfer Amount	Policy/Contract Number	Replacement of Annuity/Life
	\$		<input type="checkbox"/> Annuity <input type="checkbox"/> Life
	\$		<input type="checkbox"/> Annuity <input type="checkbox"/> Life
	\$		<input type="checkbox"/> Annuity <input type="checkbox"/> Life

**7 Lincoln Insured Income** (See Product availability.)  
 (Illustration must accompany application.)

Payout Mode:  Monthly  Quarterly  Semi-Annual  Annual  
 First Payment Date:  30 days after contract issue  Other Date \_\_\_\_\_  
 (Selected payment day must be between 1-28.) Payments will not start less than 30 days from the issue date.  
 Cost Basis Amount: \$ \_\_\_\_\_  
 My agent has explained the Impaired Risk life payment option for my SPIA (available for premiums of \$100,000 or more.)  
 Must check one:  
 I wish to be considered for an Impaired Risk SPIA and have submitted medical information for underwriting review.  
 I do not wish to be considered for an Impaired Risk SPIA.

**Annuity Payment Options:**

Single Life Annuity (proof of age required):  Life Only  Life with Period Certain (\_\_\_ years)  Life with installment refund  
 Joint Life Annuity (proof of age required)  
 Joint and Survivor Life  
      No Period Certain  \_\_\_ Years Period Certain  
 Joint and Percent to Survivor Life \_\_\_\_\_% decrease upon the death of either annuitant with:  
      No Period Certain  \_\_\_ Years Period Certain  
 Contingent Joint and Percent to Survivor Life \_\_\_\_\_% decrease upon the death of primary annuitant with:  
      No Period Certain  \_\_\_ Years Period Certain  
 Joint and Survivor Life with Period Certain  
      No Period Certain  \_\_\_ Years Period Certain

Period Certain Only:  
 Installments for a designated period of \_\_\_ years (may be five to thirty years, inclusive)  
 Installments of a designated amount of \$ \_\_\_\_\_ (minimum \$50)



## 8 Owner/Joint Owner Identification

### Important Information About Customer Identification

Federal law requires all financial institutions, including insurance companies, to obtain, verify and maintain information that identifies each person who applies for an annuity contract. The insurance company may use third party sources to verify the information provided. Your representative/agent will ask to see your driver's license, passport or other government issued identification that will allow us to verify your identity.

#### Check one form of ID: Owner

**Individual Owner**  Driver's License  Passport  Other \_\_\_\_\_  
**Non-Individual Owner**  Certified Articles of Incorporation  Partnership Agreement  Trust Document

\_\_\_\_\_  
ID Number State/Country of Issuance ID Expiration Date

#### Check one form of ID: Joint Owner, if any

**Individual Owner**  Driver's License  Passport  Other \_\_\_\_\_  
**Non-Individual Owner**  Certified Articles of Incorporation  Partnership Agreement  Trust Document

\_\_\_\_\_  
ID Number State/Country of Issuance ID Expiration Date

For an annuity owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documents will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms of such documents.

## 9 Additional Remarks

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 10 Owner's Statement

The Owner(s) understands and agrees that:

1. The above statements and answers are true, complete, and correct to the best of his or her knowledge and belief.
2. The statements made shall form the exclusive basis of any annuity issued hereon.
3. Checks must be made payable to Lincoln Life & Annuity Company of New York, not to the representative/agent. The cancelled check is the receipt.
4. Only a Company officer can make, modify, discharge, or waive any of the Company's rights.
5. Under penalties of perjury, the Owner(s) certifies that: (1) the Social Security Number(s) or Tax Identification Number(s) reported above for the Owner(s) is the correct number (or the Owner(s) is waiting for a number to be issued); and (2) the Owner(s) is not subject to backup withholding either because (a) the Owner(s) has not been notified by the Internal Revenue Service (IRS) that the Owner(s) is subject to backup withholding as a result of a failure to report all interest or dividends, or (b) the IRS has notified the Owner(s) he or she is no longer subject to backup withholding.
6. Placing an annuity in a tax qualified retirement plan (e.g., an IRA) will result in no additional tax advantage from the annuity.
7. **Any annuity issued upon this application shall be considered a contract of the state in which the contract is delivered and terms shall be construed in accordance with the laws of that state.**
8. **The annuity will become effective on the date of issue. In the event that the initial purchase payment for this application is not acceptable, Lincoln Life & Annuity Company of New York's liability will be limited to a return of any payment made.**

\_\_\_\_\_  
Application signed in (State)

\_\_\_\_\_  
Signature of Contract Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Contract Owner, if any

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Annuitant (if other than the Owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Annuitant, if any

\_\_\_\_\_  
Date

**11 Representative/Agent Information** (Licensing appointment with the Company is required for this application to be processed. If more than three representatives/agents, please indicate Names, Percentages, and Representative/Agent Codes in Section 9.)

Yes  No To the best of my knowledge, the annuity applied for is intended to replace or change existing life insurance or annuities. If replacement or change is involved, I have attached copies of Comparison and Notice Statements and a list of companies involved, as required.

Yes  No I personally met with the Owner(s), reviewed the government issued identification described above and verified to the best of my knowledge, that it accurately reflects the identity of the Owner(s). If Owner(s) is a business or trust entity, I reviewed documentation confirming the entity's legal status and state of formation.

I/We hereby certify that I/we witnessed the signature(s) in Section 10 and that all information contained in this application is true to the best of my/our knowledge and belief. I/We also certify that I/we have used only Company approved sales materials in conjunction with this sale, and copies of all sales materials were left with the applicant(s). Any electronically presented sales material will be provided in printed form to the applicant no later than at the time of contract delivery.

The undersigned confirms this contract was principally negotiated, issued and delivered in the state where the application was signed. Any communication pertaining to this contract also occurred in the state where the application was signed.

\_\_\_\_\_  
Representative/Agent Name (print as it appears on State and/or FINRA Licensing) Representative/Agent Number (required)

\_\_\_\_\_  
Representative/Agent Signature Date

\_\_\_\_\_  
Client Account Number at Dealer (if applicable) Representative/Agent SSN (required) Representative/Agent Telephone Number

\_\_\_\_\_  
Agency/Dealer's Name Branch Number

\_\_\_\_\_  
Branch Address Representative/Agent Email Address

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

Check if Representative/Agent change of address

**Additional Representatives/Agents**

\_\_\_\_\_  
Name Percentage Representative/Agent Number (required)

\_\_\_\_\_  
Representative/Agent Signature Date Representative/Agent SSN (required)

\_\_\_\_\_  
Name Percentage Representative/Agent Number (required)

\_\_\_\_\_  
Representative/Agent Signature Date Representative/Agent SSN (required)

Send completed application with a check made payable to Lincoln Life & Annuity Company of New York to your Dealer's home office (if applicable) or to:

Mailing Address:  
Lincoln Life & Annuity Company of New York  
Servicing Office - PO Box 7809  
Fort Wayne, IN 46801-7809

Overnight Address:  
Lincoln Life & Annuity Company of New York  
Individual Annuity Operations  
1300 South Clinton Street  
Fort Wayne, IN 46802



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**3. NON-QUALIFIED ANNUITY, ENDOWMENT OR LIFE INSURANCE CONTRACT:  
AUTHORIZATION FOR 1035 TAX-FREE EXCHANGE**

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Please confirm the availability of these options with both the surrendering and receiving company.

**Full Exchange**

If purchasing a Life Insurance policy, select any of the following that apply:

**Loan Carry Forward (Not available for annuities) Specify Loan Amount: \$ \_\_\_\_\_**  
See Note E. below.

**Modified Endowment Contract (MEC)**

**Partial Exchange (Applicable to Annuity Contracts Only)**

I wish to request a partial 1035 Exchange from the aforementioned annuity contract in the amount of:

\$ \_\_\_\_\_ or \_\_\_\_\_ % , or

**Penalty Free Amount** (This amount is subject to change based on the product provisions. Please check with the surrendering company to verify the amount)

- A. I fully assign and transfer all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving company intends to surrender the contract for the cash value; or if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. The receiving company is not liable for changes in market value that may occur before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- B. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original contract and the percentage of the value transferred to the new contract. For example, if the contract value is \$100,000 and basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.

I expressly represent that the sole purpose is to effect a partial 1035 exchange of an annuity contract. However, I acknowledge that pursuant to Revenue Procedure 2008-24, withdrawals from annuitization, taxable owner or annuitant changes, or surrenders of either the original contract or the new contract during the 12 month period following the partial exchange will retroactively negate the partial exchange unless one of the following applies:

- I take a withdrawal that is allocable to pre-8/14/82 investment in the contract; or
- I reach age 59 ½, become disabled (as defined by Internal Revenue Code section 72(m)(7)), die, obtain a divorce, or suffer a loss of employment after the partial exchange was completed.
- I take a withdrawal from a qualified funding asset under Internal Revenue Code section 130(d).

I acknowledge that the receiving company has made no representations concerning any tax treatment of this transaction. I understand that the receiving company has neither responsibility nor liability for the validity of this transaction or for my treatment under Section 1035(a) of the Internal Revenue Code or otherwise. Therefore, I agree to release and hold harmless the receiving company and its agents from any and all liability arising from, relating to, or in connection with, the taxation of a partial exchange of the above listed contract. I have been directed to consult my tax or legal advisor before proceeding.

- C. I authorize the receiving company to rely upon the cost basis information provided by the surrendering company, but agree that the receiving company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred. I acknowledge that the receiving company provides this form and participates in this transaction as an accommodation to me. The receiving company does not give tax or legal advice on the tax consequences for replacing one contract for another, and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this exchange under IRC Section 1035(a) or other laws or regulations.

**3. NON-QUALIFIED ANNUITY, ENDOWMENT OR LIFE INSURANCE CONTRACT:  
AUTHORIZATION FOR 1035 TAX-FREE EXCHANGE (continued)**

- D. I agree that if the receiving company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, the receiving company may reassign ownership of the policy/contract back to me.
- E. LOAN CARRY FORWARD - IF THE BOX ABOVE IS NOT CHECKED, THE RECEIVING COMPANY WILL ASSUME THAT THE LOAN(S) IS/ARE NOT TO BE CARRIED FORWARD. If this box is checked, I request that the policy to be issued by the receiving company be subject to indebtedness equal to the loan on the existing policy. I acknowledge that when issued, the provisions of the receiving company policy will apply to the indebtedness and that the benefits and values of that policy will be reduced accordingly for the amount loaned and interest. I understand that the receiving company may not process this request prior to issuing a policy under the following conditions: Surrender value is insufficient as determined by the receiving company policy's specifications or the existing insurer does not provide confirmation of cost basis with acknowledgement of loan carried forward.

**4. TRANSFER OF FUNDS FROM NON-INSURANCE ACCOUNTS TO NON-QUALIFIED ANNUITIES**

- Mutual Fund Shares     Certificate of Deposit (CD)     Brokerage Account

Investment Description: \_\_\_\_\_

I wish to liquidate and transfer:

- Entire Value or     Partial Value, in the amount of: \$ \_\_\_\_\_ or \_\_\_\_\_ % of  
the above referenced account directly to the receiving company.

Please indicate a specific maturity date in the SPECIAL INSTRUCTIONS FOR LIQUIDATING EXISTING CONTRACT OR ACCOUNT section.

The receiving company will apply all such funds received to an annuity contract issued to me. I understand that the receiving company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the receiving company receives these proceeds and all other necessary paperwork in good order.

**5. TAX-QUALIFIED RETIREMENT ACCOUNTS / CONTRACTS REQUEST FOR DIRECT ROLLOVER / TRANSFER:  
Please confirm the availability of these options with the receiving company.**

**A. Transferred from:**

- |  |                                      |   |                                      |                                       |
|--|--------------------------------------|---|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Traditional IRA | <input type="checkbox"/> SEP- IRA    | <input type="checkbox"/> SIMPLE IRA                     | <input type="checkbox"/> Roth IRA* * | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> 401(a)          | <input type="checkbox"/> 401(k)      | <input type="checkbox"/> 401(k) Designated Roth Account |                                      | <input type="checkbox"/> 457(b) Plan  |
| <input type="checkbox"/> TSA 403(b) *    | <input type="checkbox"/> Other _____ |   |                                      |                                       |

\* \* Roth IRA funds can be transferred only to another Roth IRA.

\* All existing TSA loans must be reconciled with your current carrier prior to the transfer.

**Authorization for a TSA 403(b) transfer to a TSA 403(b):**

This request for the direct transfer of non-ERISA assets from the TSA 403(b) (annuity contract) or 403(b)(7) (custodial account) identified in Section 1 of this form to a TSA 403(b) (annuity contract) established on my behalf by the receiving company. I hereby agree to surrender my interest as indicated above and authorize the receiving company to take whatever action necessary to effect this transfer. I further agree that the transferred funds shall be subject to the more stringent restrictions on distributions found in either the predecessor annuity contract or the receiving annuity contract. I intend this transaction to be a 403(b) transfer of funds pursuant to IRS final regulations. It is to be executed from financial institution to financial institution in such manner that it will not place me in actual or constructive receipt of all or any part of the transferred funds. Because this transaction constitutes a transfer of funds and not a distribution, withholding does not apply. (Provide the receiving company with any records or documents they may request with respect to this transfer.)

I understand that the failure of a transfer to meet all of the requirements of Treasury Regulation Section 1.403(b)-10(b)(2) or Treasury Regulation Section 1.403(b)-10(b)(3) can result in the disqualification of the annuity into which the transfer is completed, as well as all other 403(b) annuities owned by me. I have been advised to consult with my legal advisor before making a transfer of a 403(b) contract.

**B. Complete for all Transfers:**

**Note: Employer / Third Party Administrator must acknowledge by signing in Section 10.**

I wish to liquidate and transfer from my present qualified account to the contract / policy I have established through the receiving company:

- Entire Value or     Partial Value, in the amount of: \$ \_\_\_\_\_ or \_\_\_\_\_ % , or  
 Penalty Free Amount (This amount is subject to change based on the product provisions.  
Please check with the surrendering company to verify the amount)

**6. SPECIAL INSTRUCTIONS FOR LIQUIDATING EXISTING CONTRACT OR ACCOUNT**

By executing this form, I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I hereby instruct the parties to process that liquidation:

- As soon as possible after receipt of all necessary forms
- On a specific date: \_\_\_\_\_  
(Date must be prior to the maturity date of the existing contract)
- At Maturity Date: \_\_\_\_\_

If no box is checked, I understand that the liquidation will be done as soon as possible. Proceeds should be transferred to the receiving company immediately following liquidation.

**7. RETURN OF LIFE INSURANCE POLICY OR ANNUITY CONTRACT**

Does not apply to partial 1035 exchanges on annuity contracts. Unless the surrendering company's policy or contract is attached, I affirm that the policy or contract has been destroyed or lost and that reasonable effort has been made to locate it. To the best of my knowledge no one else has any right, title or interest in the contract, nor has it been assigned, pledged or encumbered, unless this is a life insurance policy with a loan to carry forward.

**8. MAXIMUM ISSUE AGE DISCLOSURE**

An annuity contract may not be issued should the funding requirements be received after reaching maximum issue age for the annuity contract applied for. If the funds are received after the maximum issue age, the contract may be rejected and the funds returned to their original source. The surrendering company may or may not take the funds back, which could result in a taxable event.

**9. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**10. SIGNATURES**

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

Signature of Owner / Plan Administrator / Trustee	Date (mm/dd/yyyy)
Signature of Joint Owner / Co-Trustee (if applicable)	Date (mm/dd/yyyy)
Signature of Proposed Insured (Life Only)	Date (mm/dd/yyyy)
Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only)	Date (mm/dd/yyyy)
Signature of Irrevocable Beneficiary (if applicable)	Date (mm/dd/yyyy)

Signature Guarantee (if applicable) (A separate guarantee is needed for each signature)

**FOR TSA/403(b) TO TSA/403(b) TRANSFERS ONLY - EMPLOYER / THIRD PARTY ADMINISTRATOR SIGNATURE**

By signing below, I am acknowledging that:

- a) I am authorizing this transfer / rollover request.
- b) I am confirming that there is an information sharing agreement in place with the receiving company under 403(b) regulations.
- c) All information provided on this form is accurate.

Print Name of Employer or Third Party Administrator	Title of Employer or Third Party Administrator
Signature of Employer or Third Party Administrator	Date (mm/dd/yyyy)

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**11. REMARKS**

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**12. ACCEPTANCE OF 1035 EXCHANGE / TRUSTEE TRANSFER / DIRECT ROLLOVER**  
**For the receiving company's use only**

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**a) For Full 1035 Exchanges:**

By signature of an authorized officer below, the receiving company accepts assignment of the above contract for purposes of complying with the client's intention of effecting a nontaxable exchange under IRC Section 1035. Please issue a check payable to the receiving company, the owner of the contract, for the full cash surrender value of the contract. Because the receiving company must know the cost basis, we request that you forward this information with the surrender check to the address provided.

Note: Any income on the exchange of this contract should be reported to the previous policy owner, not to the receiving company.

**b) For Partial 1035 Exchanges:**

By signature of an authorized officer below, the receiving company accepts the assignment of a portion of the value of the above annuity contract for purposes of complying with the contract owner's intent to effect a non-taxable partial exchange under IRC Section 1035. Because the receiving company has to obtain the contract owner's cost basis, we request that you forward this information to the receiving company with a surrender check to the address provided.

**c) For Trustee Transfers / Direct Rollovers from Tax-Qualified Accounts / Contracts:**

The receiving company will deposit funds received into a:

- |  |                                      |   |                                   |                                       |
|--|--------------------------------------|---|-----------------------------------|---------------------------------------|
| <input type="checkbox"/> Traditional IRA | <input type="checkbox"/> SEP- IRA    | <input type="checkbox"/> SIMPLE IRA                     | <input type="checkbox"/> Roth IRA | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> 401(a)          | <input type="checkbox"/> 401(k)      | <input type="checkbox"/> 401(k) Designated Roth Account |                                   | <input type="checkbox"/> 457(b) Plan  |
| <input type="checkbox"/> TSA 403(b)      | <input type="checkbox"/> Other _____ | Account #: _____  |                                   |                                       |

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Print Name of Authorized Officer

Title of Authorized Officer

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Signature of Authorized Officer

Date (mm/dd/yyyy)

**REGULATION 60 - APPENDIX 11**  
**INSURANCE DEPARTMENT OF THE STATE OF NEW YORK**  
**DEFINITION OF REPLACEMENT**

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

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

- (1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED?

YES \_\_\_\_ NO \_\_\_\_

- (2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES?

YES \_\_\_\_ NO \_\_\_\_

- (3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE?

YES \_\_\_\_ NO \_\_\_\_

- (4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES?

YES \_\_\_\_ NO \_\_\_\_



(5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES?

YES \_\_\_ NO \_\_\_

(6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID?

YES \_\_\_ NO \_\_\_

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

DATE: \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

PRINT APPLICANT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

PRINT APPLICANT NAME: \_\_\_\_\_

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

YES \_\_\_ NO \_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF AGENT  
OR BROKER: \_\_\_\_\_

PRINT AGENT  
OR BROKER NAME: \_\_\_\_\_

## RATE LOCK PROCEDURES FOR IMMEDIATE INCOME ANNUITIES

(Single Premium Immediate Annuity - SPIA)

### A 60-Day payout rate lock is available for SPIA policies involving 1035 Exchanges or Trustee-to-Trustee transfers.

Lincoln Life & Annuity Company of New York ("Company") issues SPIA contracts each business day\* following Annuity New Business's receipt of all premium(s) and paperwork in proper order. "Proper order" means that all required forms are complete and the agent is properly licensed and appointed.

#### Cash with Application ("CWA")

The Company will use the rates effective the date Annuity New Business receives the CWA and paperwork is in proper order. If a valid illustration is submitted with the CWA, the Company will use the illustrated rates from that illustration, or the current rates, if higher. An illustration is valid when it is run with the current valid interest rate codes and is good for one week (7 calendar days) from the date the illustration is run for premium amounts less than the maximum premium. If the premium is received after one week from the date the illustration is run, the then-current "new money" payout rates will apply.

You can verify interest rate codes by referring to the current interest rate sheet found on [www.LFD.com](http://www.LFD.com) home page or by calling Annuity New Business.

#### 1035 Exchange/Transfer

**When you are submitting a 1035 Exchange or Trustee-to-Trustee Transfer you are required to complete the ACORD transfer form (ACORD951).** If the payout rate lock is selected on AN06960NY (the Immediate Annuity Supplement), the payout rates used for determining annuity payments will be locked for 60 calendar days from the date the Company receives all properly completed original paperwork, regardless of the current payout rates (whether higher or lower) in effect at the time the funds are received by the Company. The paperwork includes, but is not limited to an application, a valid illustration, proof of date of birth if a life payment option is selected and the Regulation 60 requirements, Form 29604NY and Form 29603ANY. The rate lock period ends at the end of the last business day\* of the 60-day rate lock period. An illustration is valid when it is run with the current version and valid payout rate codes and is good for one week (7 calendar days) from the date the illustration is run for premium amounts less than the maximum premium.

If the payout rate lock is not selected on AN06960NY (the Immediate Annuity Supplement), the payout rates used to determine annuity payments will be the payout rates in effect at the time the funds are received by the Company. In the case of multiple exchanges/transfers, the payout rates used will be the current rates in effect at the time the last transfer is received by the Company. In the event the transfer of funds takes longer than 60 calendar days, the rate lock will expire and the payout rates will be the current rates in effect at the time all transfers are received by the Company.

If no selection is made, the Company will use the payout rates in effect at the time all funds are received from the current company or trustee/custodian.

The payout rates are based upon the illustration provided with the completed SPIA application. If the illustration provided is invalid or expired when received by the Company, a new illustration will be generated at that time and that illustration date will be the first day of the 60 day period.

#### Rate Holds on the First Piece of Business

The Company does not hold rates while waiting for licensing and appointment approval. The first case submitted by a new agent will be issued on the next business day\* after the appointment completion date, provided that all new business paperwork is in proper order and premium(s) have been received.

#### Verifying Business is in Proper Order

Please allow the Company 24 hours for CWA or 48 hours for 1035 Exchanges/Transfers to review submitted business for completeness. Pending status information can be found on [www.LFD.com](http://www.LFD.com) or request this information by phone at 1-800-950-2454.

#### Wire Transfers

Annuity New Business will accept premium payments by wire transfer. Please indicate on the application "payment via wire" and include the ABA routing number of the "from" bank account, the bank name and the dollar amount being wired. For complete wiring instructions please contact Annuity New Business.

\*Business day means a regularly scheduled Lincoln Financial Group work day.

**Annuity New Business**  
**1300 South Clinton St., Fort Wayne, IN 46802; or**  
**PO Box 7809, Fort Wayne, IN 46801-7809**  
**Fax: (260) 455-0271**

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.

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