

# Baltimore Life's Generation Legacy™

## Point-of-Sale Underwriting Decision Process

Baltimore Life's Generation Legacy™ product is written using an application and underwriting process that provides faster underwriting decisions. After a point-of-sale telephone interview and a prescription drug database check, you will receive a decision for approximately 90 percent of your cases before you hang up the phone!

### The Decision Process

You will pre-qualify your client using the application Form 8232-0411 or its state specific variation. The application has been designed to help you classify your client's risk profile more accurately by following the parameters below.

The Generation Legacy application (Form 8232-0411 and its state specific variations) is structured into a single Part A.

- All "no" answers to Part A, coupled with a good height/weight, a clean MIB, and an acceptable prescription drug history should result in an issue.
- Any "yes" answer in Part A, however, means coverage cannot be issued.

Once you have completed the *entire application* and pre-qualified the applicant, you will contact the call center at (888) 368-9678 for an underwriting interview.

- This point-of-sale interview generally lasts 12 minutes or less.
- The call center representative will review the same health questions you used during the pre-qualification.
- During the call, an MIB search and a prescription drug database search will be run "in the background". If there are discrepancies between those results and the answers provided in the interview, your client may be asked a question from the application again in an attempt to clarify the difference in information. This process reduces the need for an APS and allows Baltimore Life and our agents to keep point-of-sale decision rates high.
- After your client has completed the interview, any underwriting decision is communicated to you, NOT to your client. The call center representative will provide you with an underwriting decision of either "approved" or "not approved."
- You will receive a confirmation number. Please write that confirmation number on the front page of the application.
- Fewer than 10 percent of the cases will be referred to the home office for additional underwriting review.

Once the appointment is finished and the decision has been given, ***the application and all required forms must be faxed to our New Business center*** at (866) 892-6428 or [newbusiness-independentsales@baltlife.com](mailto:newbusiness-independentsales@baltlife.com). **Forms must be sent to the home office in all cases, even when the application has been declined.**

### The Call Center Details

- The call center phone number is (888) 368-9678.
- Call center hours are 9:00 a.m. to 10:30 p.m. Monday through Thursday, and 9:00 a.m. to 6:00 p.m. on Friday, EASTERN TIME ZONE.
- Languages supported include English and Spanish. Other languages are available on request.
- TTY available in both English and Spanish.
- If the call center is closed, you may leave a message and request to have the interview completed.
  - > At your requested date/time during business hours, a call center representative will call you, the agent, to gather the needed information.
  - > The call center representative will then call the applicant and conduct the interview.
  - > If you, the agent, are not present during the interview, you will be called and informed of the decision.
- During high call volume periods, you may also reach a voice mail box. The process is the same as if the call center is closed except that a call center representative will call you within ten minutes unless you request another date/time during business hours for the return call.
- The interview must be completed in order to process the application.
- The interview must be completed within five days from the date of the application.



**THE BALTIMORE LIFE INSURANCE COMPANY**

10075 Red Run Boulevard | Owings Mills, MD 21117-4871  
 (410) 581-6600 | (800) 628-5433 | baltlife.com

# Application for Life Insurance and Single Premium Immediate Annuity

**1. PROPOSED LIFE INSURED INFORMATION**

Last Name		First Name				MI	
Social Security Number		Age	Sex	Date of Birth	State or Country of Birth	Height	Weight
Telephone: Day		Evening		Email Address			
Street Address		City		State	ZIP Code		
Drivers License Number				Drivers License State			

**2. BENEFICIARY INFORMATION**

Additional beneficiary designations may be added on [Form 1483.]

Primary Beneficiary		Social Security Number		Relationship	Percentage of benefit: ____%
Primary Beneficiary		Social Security Number		Relationship	Percentage of benefit: ____%
Contingent Beneficiary		Social Security Number		Relationship	

**3. LIFE INSURANCE POLICY OWNER (if other than Proposed Insured)**

Last Name		First Name		MI	Relationship
Date of Birth	Tax ID# or Social Security#		Email Address		
Street Address		City		State	ZIP Code

**4. LIFE INSURANCE POLICY CONTINGENT OWNER**

Last Name		First Name		MI	Relationship
Date of Birth	Tax ID# or Social Security#		Email Address		
Street Address		City		State	ZIP Code

**5. ADDITIONAL OWNERSHIP INFORMATION**

Please provide agreement details of all "Yes" answers in the Additional Comments section.

1. Has any party to the application, such as the applicant, proposed insured, owner, if other than the applicant, or any beneficiary, entered or made plans to enter into any agreement or contract to sell or assign the ownership of, or a beneficial interest in the applied for policy? .....  Yes  No
  
2. Has any person promised or agreed to give or has given to any party to the application, or has any party to the application received or will receive from any person, any inducement, fee or compensation as an incentive to purchase the policy? .....  Yes  No

**6. LIFE INSURANCE PRODUCT AND RIDERS**

Product: [Whole Life ____7 YEAR ____10 YEAR]	Estimated Face Amount: \$
Modal Premium:	Other Rider(s)_____
Accelerated Death Benefit Riders Included (if available) unless you check "No" here ____ No 1. Terminal Illness            2. Qualified Nursing Facility and Extended Care	
Nonforfeiture Options: <input type="checkbox"/> Extended Term Insurance <input type="checkbox"/> Reduced Paid-Up	

**7. PROPOSED LIFE INSURED MEDICAL QUESTIONS**

**Part A**

1. Do you have any impairment, whether physical or mental, for which you need or receive assistance or supervision in performing normal activities of daily living such as bathing, toileting, eating, dressing, taking medications, or moving without any type of physical assistance? .....  Yes  No
2. Have you ever:
  - a. Been treated or hospitalized for insulin shock, diabetic coma, amputation due to diabetes, or have you taken insulin injections or by other methods prior to age 40 or been diagnosed with diabetes prior to age 25?.....  Yes  No
  - b. Had, or been medically advised to have, an organ transplant, or been diagnosed as having a terminal medical condition that is expected to result in death within the next 12 months or are you currently hospitalized, confined to a bed or nursing facility, or receiving hospice care?.....  Yes  No
  - c. Been medically diagnosed, treated, or taken medication for chronic kidney disease (including dialysis), kidney (renal) insufficiency, chronic hepatitis, cirrhosis, liver disease, kidney or liver failure, congestive heart failure, cardiomyopathy, organic brain syndrome, Alzheimer's, dementia, Lou Gehrig's disease (ALS), schizophrenia, bipolar disorder, or mental incapacity?.....  Yes  No
  - d. Been medically treated or diagnosed by a medical professional as having acquired immune deficiency syndrome (AIDS), AIDS related complex (ARC), or any immune deficiency related disorder or tested positive for the human immunodeficiency virus (HIV)? .....  Yes  No
  - e. Had more than one occurrence or any metastasis of any cancer in your lifetime (excluding Basal or Squamous cell skin cancer), or are you currently being treated for cancer or recurrence of cancer or had an amputation caused by cancer? .....  Yes  No
3. Within the past 12 months have you been confined three (3) or more times to a hospital, nursing facility, convalescent care facility or mental health facility? .....  Yes  No
4. Within the past 24 months have you:
  - a. Been declined or postponed for life or health insurance?.....  Yes  No
  - b. Been convicted of a felony or are you currently on probation or parole?.....  Yes  No
  - c. Been convicted of operating a vehicle while intoxicated or impaired? .....  Yes  No
5. Within the past 24 months have you been diagnosed as having, been treated for, advised to have treatment for or hospitalized for:
  - a. Angina, heart disease, heart attack, uncontrolled high blood pressure, heart or vascular surgery (including heart transplant, coronary artery bypass, pacemaker or replacement pacemaker, heart valve replacement, abdominal aortic aneurysm, angioplasty, stent placement or any procedure to improve circulation to the legs, heart or brain?.....  Yes  No
  - b. Neuromuscular or brain disease (including cerebral palsy, muscular dystrophy, multiple sclerosis, cystic fibrosis), systemic lupus (SLE) or paralysis of two or more extremities? .....  Yes  No
6. Within the past 36 months have you been medically diagnosed, treated for or taken medication for:
  - a. Internal cancer, leukemia, lymphoma, melanoma, Hodgkin's disease, Parkinson's disease, stroke, transient ischemic attack (TIA), attempted suicide, alcohol abuse or drug abuse? .....  Yes  No
  - b. Chronic obstructive pulmonary or lung disease (COPD), emphysema, chronic bronchitis, pulmonary fibrosis, or required oxygen to assist in breathing? .....  Yes  No

**Part B**

1. Are you taking medication for any impairment listed above?.....  Yes  No
2. Have you used any nicotine or tobacco based products in the past 12 months? .....  Yes  No
3. Have you applied for life insurance with any other insurance companies in the last two years? .....  Yes  No

**Please provide details of all "Yes" answers from Section 7 in the area below.**

Question #	Explanation	Dates/Duration	Name of Medical Professional

*(Use Additional Comments section if more space is needed.)*

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**8. REPLACEMENT INFORMATION FOR LIFE INSURANCE**

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- 1) Does the proposed life insured have any existing life insurance or annuities? .....  Yes  No  
If "Yes", policy status is: \_\_\_\_\_
- 2) Has the proposed life insured had any policies lapsed or surrendered within the last six months?.....  Yes  No
- 3) Will this policy, if issued, replace or modify any existing life insurance or annuities in this or any other company? .....  Yes  No  
(This includes the use of dividends or other policy values.)
- 4) Is any other application for annuity or life insurance pending in this or any other company on the proposed life insured? ...  Yes  No

**Existing or Pending Insurance and / or Annuity**

Name of Insured	Company	Policy Number	Amount \$	Year Issued	Replace or modify?
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

- 5) Why is this replacement occurring? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**9. ADDITIONAL COMMENTS**

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**10. LIFE INSURANCE DECLARATIONS AND AUTHORIZATIONS**

**It is understood that The Baltimore Life Insurance Company (the Company) has the right to require a medical examination. If so, this application is not complete until the medical examination has been performed.**

**AGREEMENT:** I am not currently taking and I am not under the influence of any medications or drugs that would affect my ability to fully understand and to fully and accurately complete this application. I have read or had read to me all of the questions and answers contained in this application. This application is complete and true to the best of my knowledge and belief.

**WARNING:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

It is understood that the President, a Vice President, or the Secretary must sign all agreements made by the Company. No other person, including an insurance agent or broker, can change the terms of any policy or make any promise or agreement binding on the Company. Except as may be provided by the Conditional Receipt bearing the same date and form number as this application, it is agreed that no policy will take effect unless:

- 1. A policy is delivered to and accepted by the owner while each person proposed for coverage is alive and continues to be insurable, and whose condition of health and occupation, as described in this application, are unchanged from the date of the application.
- 2. The required premium is paid in full to The Baltimore Life Insurance Company, and the application is approved and accepted by the Company.

**AUTHORIZATION AND ACKNOWLEDGMENT:** I authorize any health plan, physician, health care professional, hospital, clinic, laboratory, pharmacy, pharmacy benefit manager, medical or medically-related facility or health care provider, insurance or reinsuring company, or MIB, Inc., consumer reporting agency or employer having information available as to diagnosis, treatment, prescriptions and/or prognosis of me with respect to any physical or mental condition, including alcoholism and/or use of drugs, and any other nonmedical information about me to give to the Company any and all such information. I understand the information obtained by use of this authorization will be used by the Company to determine eligibility for insurance and/or benefits. Any information obtained will not be released by the Company to any person or organization except to reinsuring companies, MIB, Inc., or other persons or organizations performing business or legal services in connection with my application or claim, or as may be otherwise lawfully required or as I may further authorize. I understand that I may request a copy of this authorization and agree that a photographic copy of this authorization shall be as valid as the original. This authorization shall remain valid for a period of two years and six months following the date of my signature below, regardless of my condition and whether living or deceased, and a copy of this authorization is as valid as the original. I acknowledge receipt of MIB, Inc.'s Pre-Notice and the Fair Credit Reporting Act Notice.

**ACCELERATED DEATH BENEFIT TAX DISCLOSURE:** The receipt of a benefit under an Accelerated Death Benefit Rider may be taxable. Before claiming benefits under these Riders, assistance should be sought from a personal tax advisor.

**IMPORTANT TAX NOTICE FOR POLICYOWNER:** Under federal Tax law, the Company is required to ask you to certify your correct Taxpayer Identification Number (TIN), and to include it in any reports of taxable income it makes to the IRS.

**Certification:** Under penalties of perjury, I certify that: 1) the number shown 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 under provisions of section 3406(a)(1)(c) of the Internal Revenue Code because a) I am exempt from backup withholding, or b) I have not been notified that I am subject to backup withholding as a result of a 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 US person (including a US resident alien).

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

**I certify that I have read the medical questions contained on this application and that my responses to these questions have been accurately recorded. I understand that no agent is authorized to advise me that any inaccurate answer is acceptable. I also understand and accept that the Annuity owner, designated in Section 14 of this application, will have access to my health information stated in this application when the annuity contract is issued.**

**If replacement is occurring, please read the following notice:** In many cases, the replacement of an existing life insurance policy, regardless of the issuing company, is not in your best interest. New policies contain contestable and suicide provisions which you should ask your agent to explain. In addition, there are expense charges associated with each new policy. You should ask your agent to explain both the benefits and the drawbacks of the replacement you are considering.

Application made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(City, State) (Day) (Month) (Year)

(X) \_\_\_\_\_ (X) \_\_\_\_\_  
Signature of Proposed Life Insured Signature of Owner (If other than Proposed Life Insured)

(X) \_\_\_\_\_  
Signature of Licensed Agent (Witness to all signatures) (Give official capacity if signed on behalf of a corporation, trust etc.)

**THE SELECTION OF ANNUITY COVERAGE MUST ALWAYS BE COMPLETED**

**11. SINGLE PREMIUM IMMEDIATE ANNUITY WITH PERIOD CERTAIN**

Please Select Only One of the Following Pay-Out Periods: [ \_\_\_\_\_ 7 Years \_\_\_\_\_ 10 Years]

**1. Estimated Single Premium \$ \_\_\_\_\_ Purpose of Annuity \_\_\_\_\_**

Non-Qualified Funds     IRA (Only Qualified Funds Eligible for IRA Rollover/ Transfer)

**2. Annuity Payout Payee:**

All or a portion of each annual annuity payout from your Single Premium Immediate Annuity (SPIA) is considered taxable income to you depending on whether the source of funds is qualified or non-qualified. If you elect tax withholding from each SPIA payout, the amount withheld will decrease the SPIA payout amount received by the payee. Using SPIA payouts to fund a life insurance policy, reduced by an amount withheld for tax, will decrease your life insurance death benefit. The amount withheld may change based on changing IRS and state requirements. You would be billed for any additional annual premium in full due on the life insurance policy. If the entire annual premium is not paid, your policy may lapse.

Notice of Withholding and Election: I understand that if I elect not to have federal income tax withheld, I am liable for payments of federal and state income tax on the portion of my annuity distribution. I may also be subject to tax penalties under the estimated tax payment rules if my payments of estimated tax and withholding, if any, are not adequate. I understand that if I do not complete the election below, the company is required to withhold federal and or state income tax on the taxable portion of my annuity distribution.

Your election will remain in effect until you revoke it. You may change your election each year.

(1) Check this box if you do not want any Federal income tax withheld from your annuity

(If you check this box do not complete 2.)

(2) I do want income tax withheld from my annuity payments. Federal: \_\_\_\_\_ State: \_\_\_\_\_

**For questions regarding your election options, please consult with your personal tax advisor.**

**SECTIONS 13 TO 15 ONLY REQUIRED WHEN THE PROPOSED ANNUITANT IS NOT THE PROPOSED INSURED**

**12. PROPOSED ANNUITANT**

Last Name			First Name			MI	
Social Security Number		Age	Sex	Date of Birth	Relationship to Proposed Life Insured:		
Telephone:	Day	Evening		Email Address			
Street Address			City		State	ZIP Code	

**13. BENEFICIARY INFORMATION**

Primary Beneficiary		Social Security Number		Relationship	
Contingent Beneficiary		Social Security Number		Relationship	

**14. OWNER (if other than Annuitant)**

Last Name		First Name		MI	Relationship	
Date of Birth	Tax ID# or Social Security#		Email Address			
Street Address			City		State	ZIP Code

**15. REPLACEMENT INFORMATION FOR ANNUITY**

1. Does the proposed annuitant have any existing life insurance or annuities?.....  Yes  No  
If "Yes", policy status is: \_\_\_\_\_
2. Has the proposed annuitant had any policies lapsed or surrendered within the last six months?.....  Yes  No
3. Will this policy, if issued, replace or modify any existing life insurance or annuities in this or any other company? .....  Yes  No  
(This includes the use of dividends or other policy values.)
4. Is any other application for annuity or life insurance pending in this or any other company on the proposed annuitant?..  Yes  No

**Existing or Pending Insurance and/or Annuity:**

Name of Insured	Company	Policy Number	Amount \$	Year Issued	Replace or modify?
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

5. Why is this replacement occurring? \_\_\_\_\_

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**16. ANNUITANT DECLARATIONS AND AUTHORIZATIONS**

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**AGREEMENT:** I have read or had read to me all of the questions and answers contained in this application. This application is complete and true to the best of my knowledge and belief.

**WARNING:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

It is understood that the President, a Vice President, or the Secretary must sign all agreements made by the Company. No other person, including an insurance agent or broker, can change the terms of any policy or make any promise or agreement binding on the Company. Except as may be provided by the Conditional Receipt bearing the same date and form number as this application, it is agreed that no policy will take effect unless:

1. A contract is delivered to and accepted by the owner while each person proposed for coverage is alive.
2. The required premium is paid in full to The Baltimore Life Insurance Company, and the application is approved and accepted by the Company.

**IMPORTANT TAX NOTICE FOR POLICYOWNER:** Under federal Tax law, the Company is required to ask you to certify your correct Taxpayer Identification Number (TIN), and to include it in any reports of taxable income it makes to the IRS.

**Certification:** Under penalties of perjury, I certify that: 1) the number shown 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 under provisions of section 3406(a)(1)(c) of the Internal Revenue Code because a) I am exempt from backup withholding, or b) I have not been notified that I am subject to backup withholding as a result of a 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 US person (including a US resident alien).

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

**I certify that I have read the questions contained on this application and that my responses to these questions have been accurately recorded. I understand that no agent is authorized to advise me that any inaccurate answer is acceptable.**

**If replacement is occurring, please read the following notice:** In many cases, the replacement of an existing life insurance policy, regardless of the issuing company, is not in your best interest. New policies contain contestable and suicide provisions which you should ask your agent to explain. In addition, there are expense charges associated with each new policy. You should ask your agent to explain both the benefits and the drawbacks of the replacement you are considering.

Application made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(City, State) (Day) (Month) (Year)

(X) \_\_\_\_\_ (X) \_\_\_\_\_  
Signature of Proposed Annuitant Signature of Owner (If not Annuitant)

(X) \_\_\_\_\_  
Signature of Licensed Agent (Witness to all signatures) (Give official capacity if signed on behalf of a corporation, trust etc.)

**AGENT CERTIFICATION**

I certify that I have asked the person proposed for coverage all of the questions contained in this application and have accurately recorded on this application the information supplied by the persons proposed for coverage.

- a. Did you verify the identity (ies) of the applicant(s) by viewing their driver's license or other government issued form of identification? .....  Yes  No
- b. Do you have knowledge or reason to believe that replacement of existing life insurance or annuity policies may be involved?.....  Yes  No
- c. If replacement is occurring, do you certify that this replacement complies with Baltimore Life's replacement guidelines? .....  Yes  No  Not Applicable

I certify that only advertising previously approved by The Baltimore Life Insurance Company was used in conjunction with this sale, and that copies of all sales materials used in this sale have been left with the applicant(s). Any electronically presented sales materials will be provided in printed form to the applicant no later than at the time of policy delivery. I am unaware of any additional information that might affect the Company's underwriting decision.

I certify that the above statements and responses are true and accurate.

	(X)		
Print Agent's Name	Agent Number	Agent Signature	Date

**Split Credit**

If more than one agent is to receive split credit for this case, please complete the information below. Please Print.

Split Agent 2 \_\_\_\_\_ Agent No. \_\_\_\_\_ % \_\_\_\_\_ of split credits

Split Agent 3 \_\_\_\_\_ Agent No. \_\_\_\_\_ % \_\_\_\_\_ of split credits

**Agent Comments**

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**LIFE INSURANCE CONDITIONAL RECEIPT**

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(This receipt must not be detached unless the full initial premium is received at the time of application)

**NO INSURANCE WILL BECOME EFFECTIVE PRIOR TO POLICY DELIVERY AND ACCEPTANCE UNLESS THE FOLLOWING CONDITIONS REQUIRED BY THIS RECEIPT ARE MET:**

- a. The full initial premium is paid according to the method of premium payment selected in the application for the amount of insurance applied for;
- b. Any check given or draft authorized for premium payment is honored when first presented for payment;
- c. All medical examinations, tests, X-rays and electrocardiograms required by the Company's underwriting rules and standards are completed within 60 days from the date of the application;
- d. The Proposed Insured is, on the date of application and continuing until the policy is delivered, an insurable risk under the Company's rules, limits and standards as to plan, benefits, class, and amount for the policy applied for;
- e. The application is approved by the Company; and
- f. There is no material misrepresentation in the application or medical information furnished to the Company.

**IF ANY OF THE ABOVE CONDITIONS ARE NOT MET, THE COMPANY'S ONLY LIABILITY WILL BE TO REFUND THE PREMIUM PAYMENT.** Subject to satisfactory completion of all of the above conditions, the effective date of coverage provided by receipt will be the later of: (1) the date of the application; (2) the date of the last of any medical examinations or tests required under the Company's underwriting rules and practices; or (3) the date, if any, requested in the application. Once coverage under this receipt becomes effective, the maximum death benefit and all other supplemental benefits provided by this receipt will be the lesser of: a) the total death benefit payable under the policy(ies), including any Accidental Death Benefit, on all pending applications with the Company or b) \$150,000. Either the Company or the proposed insured or owner, as applicable, may terminate coverage under this receipt by notice to the other. In no event will coverage under this receipt be in force after 60 days from the date of the application. If the Company declines to issue a policy or issues a policy other than as applied for which is not accepted, the premium payment will be refunded. There will be no liability on account of this receipt if any premium check or draft is not honored upon presentation for payment. If there is material misrepresentation in the application (or in any medical information furnished to the Company), the Company's only liability will be limited to refunding the premium payment. If the proposed insured commits suicide, whether sane or insane, the Company's only liability will be limited to refunding the premium payment. No broker, agent or medical examiner is authorized to accept risks or pass on insurability, make or alter any contract, waive a complete answer to any question in the application, waive any conditions under this receipt or waive any of the Company's rights or requirements or otherwise bind the Company in any way by any promise or statement. **ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO THE BALTIMORE LIFE INSURANCE COMPANY. DO NOT MAKE THE CHECK PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK.**

Received \$ \_\_\_\_\_ from \_\_\_\_\_ for an application on

\_\_\_\_\_ Dated \_\_\_\_\_ .

\_\_\_\_\_  
Signature of Proposed Insured

\_\_\_\_\_  
Signature of Proposed Owner (If other than Proposed Insured)

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

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*Tear here and leave notices below with Applicant*

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**Fair Credit Reporting Act Notice**

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As part of our evaluation of your application for insurance, an investigative consumer report may be prepared, whereby information is obtained through personal interviews with agencies, friends, neighbors or others with whom you are acquainted or who may have information about you. This report, among other things, may include information as to your character, general reputation, personal characteristics, health, and mode of living, except as may be related directly or indirectly to your sexual orientation.

Upon your written request, and within a reasonable period of time, you have the right to receive additional detailed information about the nature and scope of the investigation and to receive a copy of the report at your expense.

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**MIB, Inc. Notice**

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Information regarding your insurability will be treated as confidential. The Baltimore Life Insurance Company or its reinsurers may, however, make a brief report thereon to MIB, Inc., a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB, Inc. member company for life or health insurance coverage, or a claim for benefits is submitted to such company, MIB, Inc., upon request, will supply such company with the information in its file.

Upon receipt of a request from you, MIB, Inc. will arrange disclosure to you of any information it may have in your file. If you question the accuracy of information in MIB, Inc.'s file, you may contact MIB, Inc. and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of MIB, Inc.'s information office is [50 Braintree Hill, Suite 400, Braintree, Massachusetts, 02184-8734; the telephone number is (866) 692-6901].

The Company or its reinsurers may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

## Important Notice: Replacement of Life Insurance or Annuities

*This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.*

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy, to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, otherwise terminating your existing policy or contract?  Yes  No
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract?  Yes  No

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number if available), and whether each policy or contract will be replaced or used as a source of financing:

INSURER NAME	CONTRACT OR POLICY #	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)
1.			
2.			
3.			

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in-force illustration, policy summary, or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because

*You have the right to return the policy within 30 days of its delivery and receive an unconditional full refund of all premiums.*

I certify that the responses herein are, to the best of my knowledge, accurate:

Applicant's Printed Name \_\_\_\_\_

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

Date \_\_\_\_\_

Producer's Printed Name \_\_\_\_\_

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

Date \_\_\_\_\_

I do not want this notice read aloud to me. \_\_\_\_\_ (Applicants must initial only if they do not want the notice read aloud.)

***A copy of this form must be provided to the applicant and a second copy must be provided to the Home Office along with the application.***

A replacement may not be in your best interest; or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

**PREMIUMS:**

Are they affordable?

Could they change?

You're older—are premiums higher for the proposed new policy?

How long will you have to pay premiums on the new policy? On the old policy?

**POLICY VALUES:**

New policies usually take longer to build cash values and to pay dividends.

Acquisition costs for the old policy may have been paid; you will incur costs for the new one.

What surrender charges do the policies have?

What expense and sales charges will you pay on the new policy?

Does the new policy provide more insurance coverage?

**INSURABILITY:**

If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.

You may need a medical exam for a new policy.

Claims on most new policies for up to the first two years can be denied based on inaccurate statements.

Suicide limitations may begin anew on the new coverage.

**IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:**

How are premiums for both policies being paid?

How will the premiums on your existing policy be affected?

Will a loan be deducted from death benefits?

What values from the old policy are being used to pay premiums?

**IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:**

Will you pay surrender charges on your old contract?

What are the interest rate guarantees for the new contract?

Have you compared the contract charges or other policy expenses?

**OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:**

What are the tax consequences of buying the new policy?

Is this a tax-free exchange? (See your tax advisor.)

Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?

Will the existing insurer be willing to modify the old policy?

How does the quality and financial stability of the new company compare with your existing company?

# Suitability Questionnaire Customer Acknowledgement

Please print all information with the exception of signatures or initials where required.

Owner/Applicant Name \_\_\_\_\_ Age \_\_\_\_\_

Thank you for your interest in Baltimore Life Insurance Company. Sound financial practices, as well as state regulations dictate that the insurance company and the agents who recommend the product you are considering buying, must have grounds to believe that the transaction is in your best interests and is appropriate for your financial goals. The information collected here is for your benefit and will be used to help determine if this is suitable for you. It will remain confidential and will not be used for any other purpose.

**Please initial next to each statement to confirm your understanding:**

- I have sufficient other funds for my daily expenses and/or retirement savings. I am buying a product that is designed to be funded with premium that I intend to pass on to my heirs, and not with funds that are needed for present or future living expenses.
- My insurance agent has explained the impact of any penalties and/or fees that may be applicable to a termination or liquidation of any financial vehicle, such as surrender charges, and whether these fees might reduce with time.
- I understand that the financial vehicle the funds are coming from may increase at a higher rate than a life insurance policy's cash value.
- Neither Baltimore Life nor my insurance agent has given me any investment, tax or legal advice.

**Please fill in all information as requested (please do not leave any spaces blank. Insert "none" or "I don't know" as appropriate):**

<p style="text-align: center;"><b>Liquid Asset Information</b></p> <p>Savings/Checking Accounts     \$ _____</p> <p>Money Market Accounts         \$ _____</p> <p>Mutual Funds                     \$ _____</p> <p>Stocks And Bonds                 \$ _____</p> <p>Certificate of Deposit            \$ _____</p> <p>Qualified Accounts (401K, IRA) \$ _____</p> <p>Qualified Annuities               \$ _____</p> <p>Non-Qualified Annuities         \$ _____</p> <p>Life Insurance Cash Value       \$ _____</p> <p>Other                                 \$ _____</p> <p><b>Total Liquid Assets</b>             \$ _____</p>	<p style="text-align: center;"><b>Current Annual Income Information</b></p> <p>Annual/Earned Income            \$ _____</p> <p>Pension Income                    \$ _____</p> <p>Social Security                    \$ _____</p> <p>Income from Liquid Assets       \$ _____</p> <p>Other Income                       \$ _____</p> <p><b>Total Annual Income</b>            \$ _____</p> <p><b>Total Annual Expenses</b>        \$ _____</p> <p><b>Agent Remarks (please use this space to provide any information you believe may be relevant to the transaction):</b></p> <p>_____</p>
<p style="text-align: center;"><b>Non- Liquid Asset Information</b></p> <p>Equity in primary residence     \$ _____</p> <p>Equity in other real estate       \$ _____</p> <p>Collectibles                        \$ _____</p> <p>Other                                 \$ _____</p> <p><b>Total Non-Liquid Assets</b>        \$ _____</p>	
<p><b>Other Financial Information</b></p> <p>What primary need does the new policy satisfy? _____</p> <p>What is the expected death benefit of the policy being applied for? \$ _____</p> <p>What is your typical financial risk tolerance?    <input type="checkbox"/> Conservative (little risk)    <input type="checkbox"/> Moderate    <input type="checkbox"/> Aggressive (willing to sustain losses)</p> <p>If this policy is being funded with a personal check, cashiers check or something other than a direct transfer of funds, please provide the original source of the funds: _____</p> <p>Is there other pertinent financial or other information that you want us to consider? _____</p>	

**The Baltimore Life Insurance Company**  
10075 Red Run Boulevard • Owings Mills, MD 21117-4871  
(800) 628-5433 • [www.baltlife.com](http://www.baltlife.com)

**Complete this section ONLY if you are replacing an annuity to fund this product. Please initial and fill in blanks as applicable:**

\_\_\_ I have been advised that at my death, under current tax law, my beneficiary will receive the death benefit proceeds of the product without having to pay federal or state income taxes. In contrast, all or a portion of my annuity values distributed/paid to my beneficiary are generally subject to federal and state income taxes.

\_\_\_ I have a specific need for life insurance coverage. For example, I want to pass funds to my heirs' income tax-free or I no longer need my annuity for savings or income and would instead like to maximize my estate for whatever reason.

\_\_\_ I have considered the ultimate after tax benefit of keeping my annuity versus purchasing this product.

\_\_\_ I understand that I may have less liquidity available to me with life insurance than with an annuity

\_\_\_ When surrendering an annuity, I understand that:

1. federal and state income taxes may apply to all or a portion of my annuity value when the annuity contract is surrendered to fund the new product.
2. tax penalties may apply to all or a portion of the withdrawal/distribution from my annuity, and that those penalties may depend upon the type of the annuity contract, the reason for a withdrawal and possibly even my state of residence.
3. it may have an impact on my ordinary income taxes when due.

As a result, you should consult your tax adviser if you have not already done so.

\_\_\_ Should I decide to cancel the product, it may result in a surrender value that may be less than the initial premium submitted.

Please list the annuity(s) that will be used to pay the premium for the new policy: (please provide company and product name)

Are these funds qualified?  YES  NO (If yes, type of qualified funds \_\_\_\_\_)

Is your agent the same agent who wrote the annuity being surrendered?  YES  NO

The date the annuity was purchased: \_\_\_\_\_

Is there a surrender charge?  YES \_\_\_\_\_%  NO. If yes, amount of surrender charge: \$ \_\_\_\_\_

What is the account value of the annuity being surrendered (ie. before surrender charges)? \$ \_\_\_\_\_

What is the initial premium being used to purchase the policy? \$ \_\_\_\_\_

Did you pay taxes in the previous tax year?  YES  NO (If yes/known, my federal rate was \_\_\_\_\_%)

**Applicant Acknowledgement (to be completed by ALL applicants):**

1. **The information contained herein is true and accurate to the best of my information and belief.**
2. **All information requested by this form that has been provided to the agent has been recorded on this form.**
3. **This purchase is appropriate for my financial needs and objectives, considering my tax status, investments and financial status.**
4. **If I declined to answer one or more of the questions or if I am purchasing this product on my own accord or based upon the advice of my advisor, and not due to the recommendation of a life insurance agent, I have provided notice of this with my application.**
5. **I have considered any future circumstances that might require additional liquidity needs, and still feel this purchase is appropriate for me.**

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_

**Agent Certification:**

I certify that, prior to making any recommendation to the purchaser(s) I gathered information about their financial situation, tax status, and financial objectives. I agree to make this information available to Baltimore Life at the request of the Company. Where indicated, the purchaser(s) has elected not to provide information. However, my recommendation to the purchaser(s) is reasonable based upon all circumstances known to me. I have not provided any tax or legal advice to the consumer. **I also understand that the information obtained here, along with a financial analysis performed by the Company will be used to determine whether the purchase is suitable for this client. I understand that as a result of its analysis, the Company may request additional information from me or the consumer.**

Please mark the appropriate response if this recommendation involves the termination of a variable contract.

I am a licensed variable contract producer.  Yes  No

Signature of Writing Agent \_\_\_\_\_ Date \_\_\_\_\_

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10075 Red Run Boulevard  
Owings Mills, Maryland 21117-4871

**ACCELERATED DEATH BENEFIT RIDER DISCLOSURE STATEMENT  
TERMINAL ILLNESS**

This is a brief description of the Accelerated Death Benefit Rider and its effects on your policy. Please refer to the rider form for contract provisions and definitions.

**Your benefit.**

You, the policy owner, are eligible to receive an accelerated death benefit under the rider for the insured. A physician must certify that the insured under this policy is terminally ill.

**The benefit payable to you.**

Upon satisfaction of the requirements under the rider, we will pay you up to 75% of the eligible death benefit for a terminal illness. However, the rider benefit will not be less than \$5,000 or more than \$250,000.

The accelerated death benefit will be considered a lien against the policy and will accrue interest up to an annual rate of 8%. A one-time service fee, not to exceed \$100, will be added to the lien. If the rider benefit is not approved, no service fee will be charged. The benefit amount will be reduced by any policy loans prior to the payment of the accelerated death benefit. You can repay all or part of the lien at any time.

**Conditions for the benefit.**

- You must make a written request for the benefits during the lifetime of the insured and while the policy and rider are in force.
- The policy owner must provide written proof satisfactory to us that the insured suffers from a terminal illness.
- Any assignee or irrevocable beneficiary under the policy must consent in writing to your election of this benefit.
- A request for acceleration will not be approved if you are required by a government agency to use this benefit in order to apply for, obtain, or keep government benefits or entitlements.
- Only one benefit election is allowed under this rider. Once a benefit is paid, no other benefits will exist under this rider or any accelerated death benefit rider attached to the *policy*.
- The premium amount for this policy will not change and will continue to be payable including any premiums for riders.

**Effects to the policy upon acceleration.**

- The policy's death benefit will be reduced at the insured's death unless the lien has already been repaid in full at that time.
- After the acceleration date any policy value you withdraw from the policy by any method will be applied first to reduce the lien until it has been eliminated.
- The policy will end if the lien with accrued interest equals or exceeds the policy death benefit.

**Benefit Example for a Policy with a \$100,000 Death Benefit**

Maximum Rider Benefit: .....	\$ 75,000
Service Fee: .....	100
Accelerated Death Benefit Lien: .....	75,100
Benefit Amount Paid To You: .....	\$ 75,000
Death Occurs Immediately after the Accelerated Death Benefit has been Paid	
Policy Death Benefit: .....	\$100,000
Less Lien: .....	<u>-75,100</u>
Net Death Proceeds Payable at the Death of the Insured:.....	\$ 24,900

**TAX CONSEQUENCES: A BENEFIT THAT YOU RECEIVE UNDER THIS RIDER MAY BE TAXABLE OR MAY ADVERSELY AFFECT YOUR ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. BEFORE CLAIMING A BENEFIT UNDER THIS RIDER, YOU SHOULD SEEK THE ADVICE OF YOUR PERSONAL TAX ADVISOR.**

I acknowledge that I have read and understand this disclosure statement.

\_\_\_\_\_  
Signature of Applicant/Owner

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

\_\_\_\_\_  
Date

The Baltimore Life Insurance Company  
10075 Red Run Boulevard  
Owings Mills, Maryland 21117-4871

**ACCELERATED DEATH BENEFIT RIDER DISCLOSURE STATEMENT  
QUALIFIED NURSING FACILITY-EXTENDED CARE**

This is a brief description of the Accelerated Death Benefit Rider and its effects on your policy. Please refer to the rider form for contract provisions and definitions.

**Your benefit.**

You, the policy owner, are eligible to receive an accelerated death benefit under the rider for the insured. A physician must certify that the insured under this policy is permanently confined to a qualified nursing facility or requires extended care.

**The benefit payable to you.**

Upon satisfaction of the requirements under the rider, we will pay you up to 50% of the eligible death benefit if the insured is permanently confined in a qualified nursing facility or requires extended care. However, the rider benefit will not be less than \$5,000 or more than \$250,000.

The accelerated death benefit will be considered a lien against the policy and will accrue interest up to an annual rate of 8%. A one-time service fee, not to exceed \$100, will be added to the lien. If the rider benefit is not approved, no service fee will be charged. The benefit amount will be reduced by any policy loans prior to the payment of the accelerated death benefit. You can repay all or part of the lien at any time.

**Conditions for the benefit.**

- You must make a written request for the benefits during the lifetime of the insured and while the policy and rider are in force.
- The policy owner must provide written proof satisfactory to us that the insured has been permanently confined to a qualified nursing facility continuously for at least 90 days or requires extended care.
- Any assignee or irrevocable beneficiary under the policy must consent in writing to your election of this benefit.
- A request for acceleration will not be approved if you are required by a government agency to use this benefit in order to apply for, obtain, or keep government benefits or entitlements.
- Only one benefit election is allowed under this rider. Once a benefit is paid, no other benefits will exist under this rider or any accelerated death benefit rider attached to the *policy*.
- The premium amount for this policy will not change and will continue to be payable including any premiums for riders.

**Effects to the policy upon acceleration.**

- The policy's death benefit will be reduced at the insured's death unless the lien has already been repaid in full at that time.
- After the acceleration date any policy value you withdraw from the policy by any method will be applied first to reduce the lien until it has been eliminated.
- The policy will end if the lien with accrued interest equals or exceeds the policy death benefit.



**Benefit Example for a Policy with a \$100,000 Death Benefit**

**Accelerated Death Benefit Requested on a Policy with a \$5,000 Loan:**

Maximum Rider Benefit: .....	\$ 50,000
Service Fee: .....	100
Accelerated Death Benefit Lien: .....	50,100

Maximum Benefit Payable: .....	\$ 50,000
Less Policy Loan: .....	<u>-5,000</u>
Benefit Amount Paid To You: .....	\$ 45,000

Death Occurs One Year After Accelerated Death Benefit is Paid

Policy Death Benefit: .....	\$100,000
Less Lien: .....	-50,100
Less Accrued Interest (50,100 x .08): .....	<u>-4,008</u>

Net Death Proceeds Payable at the Death of the Insured:..... \$ 45,892

**TAX CONSEQUENCES: A BENEFIT THAT YOU RECEIVE UNDER THIS RIDER MAY BE TAXABLE OR MAY ADVERSELY AFFECT YOUR ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. BEFORE CLAIMING A BENEFIT UNDER THIS RIDER, YOU SHOULD SEEK THE ADVICE OF YOUR PERSONAL TAX ADVISOR.**

I acknowledge that I have read and understand this disclosure statement.

\_\_\_\_\_  
Signature of Applicant/Owner

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

\_\_\_\_\_  
Date



## Notice and Consent for HIV-Related Testing

To evaluate your insurability, the insurer named above (The Insurer) has requested that you provide a sample of your blood, oral fluid extracted from cheek and gum tissue, or urine for testing and analysis to determine the presence of human immunodeficiency virus (HIV) antibodies. By signing and dating this form you agree that this test may be done and that underwriting decisions will be based on the test result. A series of three tests will be performed by a licensed laboratory through a medically accepted procedure.

### Pre-Testing Considerations

Many public health organizations have recommended that before taking an HIV-related test a person seek counseling to become informed concerning the implications of such a test. You may wish to consider counseling, at your expense, prior to being tested.

### Meaning of Positive Test Result

The test is not a test for AIDS. It is a test for antibodies to the HIV virus, the causative agent for AIDS, and shows whether you have been exposed to the virus. A positive test result does not mean that you have AIDS but that you are at significantly increased risk of developing problems with your immune system. The test for HIV antibodies is very sensitive. Errors are rare, but they do occur. Your private physician, a public health clinic, or an AIDS information organization in your city might provide you with further information on the medical implications of a positive test.

Positive HIV antibody test results will adversely affect your application for insurance. This means that your application may be declined, that an increased premium may be charged, or that other policy changes may be necessary.

### Confidentiality of Test Results

All test results are required to be treated confidentially. They will be reported by the laboratory to the Insurer. The test results may be disclosed as required by law or may be disclosed to employees of the Insurer who have the responsibility to make underwriting decisions on behalf of the Insurer or to outside legal counsel who needs such information to effectively represent the Insurer in regard to your application. The results may be disclosed to a reinsurer, if the reinsurer is involved in the underwriting process. The test may be released to a medical information exchange under procedures that are designed to assure confidentiality, including the use of general codes that also cover results of tests for other diseases or conditions not related to AIDS, or for the preparation of statistical reports that do not disclose the identity of any particular person.

### Notification of Test Results

If your test results are negative, no routine notification will be sent to you. If your test results are reported by the laboratory to the Insurer as being positive, you will receive written notification of such results from a physician you have designated or, in the absence of such designation, from the Texas Department of Health. Because a trained person should deliver that information so that you can understand clearly what the test result means, please list your private physician so that the Insurer can have him or her tell you the test result and explain the meaning.

Name of physician for reporting a possible positive test result: \_\_\_\_\_

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

In the event the test is positive and you are denied coverage because of that fact and you request the reason for the denial, the insurer may require you to name a physician at that time in order to receive the information.

If the test indicates a positive result, but you do not designate a private physician, the test results will be provided to you by a representative of the Texas Department of Health.

### Consent

I have read and I understand this Notice and Consent for HIV-Related Testing. I voluntarily consent to the collection of a sample of blood, oral fluid extracted from cheek and gum tissue, or urine from me, the testing of that sample, and the disclosure of the test results as described above. I have read the information on this form about what a test result means.

I understand that I have the right to request and receive a copy of this authorization. A photocopy of this form will be as valid as the original.

\_\_\_\_\_  
 Name of Proposed Insured

\_\_\_\_\_  
 Signature of Proposed Insured or  
 Parent/Guardian

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Date Signed

## Authorization for Release of Health-Related Information

This authorization complies with the HIPAA Privacy Rule

\_\_\_\_\_  
Printed Name of Proposed Insured

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date of Birth

I authorize any health plan, physician, health care professional, hospital, clinic, laboratory, pharmacy benefit manager, pharmacy, medical facility, or other health care provider that has provided payment treatment or services to me or on my behalf within the past 10 years ("My Providers") to disclose my entire medical record and any other protected health information concerning me to The Baltimore Life Insurance Company and its agents, employees, and representatives. This includes information on the diagnosis or treatment of Human Immunodeficiency Virus (HIV) infection and sexually transmitted diseases. This also includes information on the diagnosis and treatment of mental illness and the use of alcohol, drugs, and tobacco, but excludes psychotherapy notes.

By my signature below, I acknowledge that any agreements I have made to restrict my protected health information do not apply to this authorization and I instruct any physician, health care professional, hospital, clinic, medical facility, or other health care provider to release and disclose my entire medical record without restriction.

This protected health information is to be disclosed under this Authorization so that The Baltimore Life Insurance Company may:

- 1) Underwrite my application for coverage, make eligibility, risk rating, policy issuance and enrollment determinations;
- 2) Obtain reinsurance;
- 3) Administer claims and determine or fulfill responsibility for coverage and provision of benefits;
- 4) Administer coverage; and
- 5) Conduct other legally permissible activities that relate to any coverage I have or have applied for with The Company.

This authorization shall remain in force for 30 months following the date of my signature below, and a copy of this authorization is as valid as the original. I understand that I have the right to revoke this authorization in writing, at any time, by sending a written request for revocation to **The Baltimore Life Insurance Company at 10075 Red Run Boulevard, Owings Mills, MD 21117-4871, Attention: Privacy Official.**

I understand that a revocation is not effective to the extent that any of My Providers has relied on this Authorization or to the extent that The Baltimore Life Insurance Company has a legal right to contest a claim under an insurance policy or to contest the policy itself; any information that is disclosed pursuant to this authorization may be redisclosed and no longer covered by federal rules governing privacy and confidentiality of health information; My Providers may not refuse to provide treatment or payment for health care services if I refuse to sign this authorization; and further, if I refuse to sign this authorization to release my complete medical record, The Baltimore Life Insurance Company may not be able to process my application, or if coverage has been issued may not be able to make any benefit payments.

I acknowledge that I have received a copy of this authorization.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Personal Representative's Authority or Relationship to Proposed Insured

\_\_\_\_\_  
Signature of Licensed Agent (Witness)

\_\_\_\_\_  
Printed Name of Licensed Agent

*Please provide one copy to the Home Office and one copy to the Applicant*

**The Baltimore Life Insurance Company**  
10075 Red Run Boulevard  
Owings Mills, Maryland 21117-4871

**REQUEST FOR ISSUANCE OF AN ANNUITY POLICY AS AN  
"INDIVIDUAL RETIREMENT ANNUITY"**

The Baltimore Life Insurance Company is requested to include the following "Individual Retirement Annuity" endorsement in my policy in order that said policy may be issued as an "Individual Retirement Annuity" in accordance with Section 408 of the Internal Revenue Code ("the Code").

This plan is intended to qualify under the Internal Revenue Code for tax favored status. Language contained in this endorsement referring to federal tax statutes or rules is informational and instructional.

Your qualifying status, rather than the insurance contract, is the controlling factor as to whether your funds will receive tax favored treatment. Please ask your tax advisor if you have any questions as to whether or not you qualify.

If this is an inherited IRA within the meaning of Code section 408(d)(3)(c) maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to the "individual" are to the deceased individual.

**"INDIVIDUAL RETIREMENT ANNUITY" ENDORSEMENT**

In order that this policy may qualify as an "Individual Retirement Annuity" under Section 408 of the Internal Revenue Code, the following modifications have been made:

1. Only the Annuitant can be the Owner of the policy. Ownership cannot be assigned or transferred.
2. a. Except in the case of a rollover contribution (as permitted by Internal Revenue Code 403(c), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a simplified Employee Pension (SEP) as described in 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

- b. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1000 for any taxable year beginning in 2006 and years thereafter.
- c. In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigations.
- d. In addition to the amounts described in paragraphs a and c above, an individual who was a participant in a Section 401(k) plan of a certain employer in bankruptcy described in Code 219(b)(5)(C) may contribute up to \$3000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

- e. If this is an inherited IRA within the meaning of Section 408(d)(3)(c), no contributions will be accepted.
3. The entire interest of the Annuitant cannot be forfeited.
4. This endorsement shall not reduce the cash value of this policy.
5. This endorsement is made a part of the policy to which it is attached.
6. The provisions of this endorsement shall supersede any other provisions contained in or forming a part of this policy which are not consistent herein.

## **DISTRIBUTION OF PROCEEDS**

### **Article I**

The distribution of an individual's interest shall be made in accordance with the minimum distribution requirements of Section 408(a)(6), Section 408(b)(3), or 408(p) of the Code and Regulations governing the Code, including the incidental death benefit provisions of Section 1.401 (a)(9)-2 of the proposed regulations, all of which are included in this endorsement by reference.

### **Article II**

The Owner's entire interest in the account must be distributed, or begin to be distributed, by the Owner's required beginning date, which is April 1 following the calendar year in which the Owner reaches age 70 1/2. For each succeeding year, a distribution must be made on or before December 31. By the required beginning date the Owner may elect to have the balance in the account distributed in one of the following forms:

- a. a single sum payment;
- b. equal or substantially equal payments over the life of the Owner;
- c. equal or substantially equal payments over the lives of the Owner and his or her designated beneficiary;
- d. equal or substantially equal payments over a specified period that may not be longer than the Owner's life expectancy; or
- e. equal or substantially equal payments over a specified period that may not be longer than the joint life and last survivor expectancy of the Owner and his or her designated beneficiary.

### **Article III**

If the Owner dies before his or her entire interest is distributed, the entire remaining interest will be distributed as follows:

- a. If the Owner dies on or after distributions have begun under Article II, the entire remaining interest must be distributed at least as rapidly as provided in Article II.
- b. If the Owner dies before distributions have begun under Article II, the entire remaining interest must be distributed as elected by the Owner, or if the Owner has not so elected, as elected by the beneficiary or beneficiaries, as follows:
  - 1) by December 31st of the year containing the fifth (5th) anniversary of the Owner's death; or
  - 2) in equal or substantially equal payments over the life or life expectancy of the designated beneficiary or beneficiaries starting by December 31st of the year following the year of the Owner's death. If however, the beneficiary is the Owner's surviving spouse, then this distribution is not required to begin before December 31st of the year in which the Owner would have turned 70½

If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c) established for the benefit of a non-spouse designated beneficiary by the direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Section 402©(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the non-spouse designated beneficiary may elect to have

distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

**Article IV**

Unless otherwise elected by the Owner prior to the commencement of distributions under Article II, or if applicable, by the surviving spouse where the Owner dies before distributions have commenced, life expectancies of an Owner or spouse beneficiary shall be recalculated annually for purposes of distributions under Article II and Article III. An election not to recalculate shall be irrevocable and shall apply to all subsequent years. The life expectancy of a non-spouse beneficiary shall not be recalculated.

**Article V**

An individual may satisfy the minimum distribution requirements under Sections 408(a)(6), 408(b)(3), and 1.408-8 of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the Owner of two or more IRAs may use the "alternative method" described in Notice 88-38, 1988-I C.B. 524, to satisfy the minimum distribution requirements described above.

The required Minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.

**Article VI**

The participants agree to provide the company with information necessary for the company to prepare reports required under Sections 408(i), 408(l)(2), 1.408-5, and 1.408-6.

**Article VII**

This agreement will be amended from time to time to comply with the provisions of the Code, related regulations, and other published guidance, subject to regulatory approval. Other amendments may be made with the consent of the persons whose signatures appear below.

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

Date \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_



\_\_\_\_\_  
President

**The Baltimore Life Insurance Company**  
10075 Red Run Boulevard  
Owings Mills, Maryland 21117-4871

**REQUEST FOR ISSUANCE OF AN ANNUITY POLICY AS AN  
"INDIVIDUAL RETIREMENT ANNUITY"**

The Baltimore Life Insurance Company is requested to include the following "Individual Retirement Annuity" endorsement in my policy in order that said policy may be issued as an "Individual Retirement Annuity" in accordance with Section 408 of the Internal Revenue Code ("the Code").

This plan is intended to qualify under the Internal Revenue Code for tax favored status. Language contained in this endorsement referring to federal tax statutes or rules is informational and instructional.

Your qualifying status, rather than the insurance contract, is the controlling factor as to whether your funds will receive tax favored treatment. Please ask your tax advisor if you have any questions as to whether or not you qualify.

If this is an inherited IRA within the meaning of Code section 408(d)(3)(c) maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to the "individual" are to the deceased individual.

**"INDIVIDUAL RETIREMENT ANNUITY" ENDORSEMENT**

In order that this policy may qualify as an "Individual Retirement Annuity" under Section 408 of the Internal Revenue Code, the following modifications have been made:

1. Only the Annuitant can be the Owner of the policy. Ownership cannot be assigned or transferred.
2. a. Except in the case of a rollover contribution (as permitted by Internal Revenue Code 403(c), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a simplified Employee Pension (SEP) as described in 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

- b. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1000 for any taxable year beginning in 2006 and years thereafter.
- c. In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigations.
- d. In addition to the amounts described in paragraphs a and c above, an individual who was a participant in a Section 401(k) plan of a certain employer in bankruptcy described in Code 219(b)(5)(C) may contribute up to \$3000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

- e. If this is an inherited IRA within the meaning of Section 408(d)(3)(c), no contributions will be accepted.
3. The entire interest of the Annuitant cannot be forfeited.
4. This endorsement shall not reduce the cash value of this policy.
5. This endorsement is made a part of the policy to which it is attached.
6. The provisions of this endorsement shall supersede any other provisions contained in or forming a part of this policy which are not consistent herein.

## **DISTRIBUTION OF PROCEEDS**

### **Article I**

The distribution of an individual's interest shall be made in accordance with the minimum distribution requirements of Section 408(a)(6), Section 408(b)(3), or 408(p) of the Code and Regulations governing the Code, including the incidental death benefit provisions of Section 1.401 (a)(9)-2 of the proposed regulations, all of which are included in this endorsement by reference.

### **Article II**

The Owner's entire interest in the account must be distributed, or begin to be distributed, by the Owner's required beginning date, which is April 1 following the calendar year in which the Owner reaches age 70 1/2. For each succeeding year, a distribution must be made on or before December 31. By the required beginning date the Owner may elect to have the balance in the account distributed in one of the following forms:

- a. a single sum payment;
- b. equal or substantially equal payments over the life of the Owner;
- c. equal or substantially equal payments over the lives of the Owner and his or her designated beneficiary;
- d. equal or substantially equal payments over a specified period that may not be longer than the Owner's life expectancy; or
- e. equal or substantially equal payments over a specified period that may not be longer than the joint life and last survivor expectancy of the Owner and his or her designated beneficiary.

### **Article III**

If the Owner dies before his or her entire interest is distributed, the entire remaining interest will be distributed as follows:

- a. If the Owner dies on or after distributions have begun under Article II, the entire remaining interest must be distributed at least as rapidly as provided in Article II.
- b. If the Owner dies before distributions have begun under Article II, the entire remaining interest must be distributed as elected by the Owner, or if the Owner has not so elected, as elected by the beneficiary or beneficiaries, as follows:
  - 1) by December 31st of the year containing the fifth (5th) anniversary of the Owner's death; or
  - 2) in equal or substantially equal payments over the life or life expectancy of the designated beneficiary or beneficiaries starting by December 31st of the year following the year of the Owner's death. If however, the beneficiary is the Owner's surviving spouse, then this distribution is not required to begin before December 31st of the year in which the Owner would have turned 70½

If this is an inherited IRA within the meaning of Code Section 408(d)(3)(c) established for the benefit of a non-spouse designated beneficiary by the direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Section 402©(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the non-spouse designated beneficiary may elect to have



distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

**Article IV**

Unless otherwise elected by the Owner prior to the commencement of distributions under Article II, or if applicable, by the surviving spouse where the Owner dies before distributions have commenced, life expectancies of an Owner or spouse beneficiary shall be recalculated annually for purposes of distributions under Article II and Article III. An election not to recalculate shall be irrevocable and shall apply to all subsequent years. The life expectancy of a non-spouse beneficiary shall not be recalculated.

**Article V**

An individual may satisfy the minimum distribution requirements under Sections 408(a)(6), 408(b)(3), and 1.408-8 of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the Owner of two or more IRAs may use the "alternative method" described in Notice 88-38, 1988-I C.B. 524, to satisfy the minimum distribution requirements described above.

The required Minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.

**Article VI**

The participants agree to provide the company with information necessary for the company to prepare reports required under Sections 408(i), 408(l)(2), 1.408-5, and 1.408-6.

**Article VII**

This agreement will be amended from time to time to comply with the provisions of the Code, related regulations, and other published guidance, subject to regulatory approval. Other amendments may be made with the consent of the persons whose signatures appear below.

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

Date \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_



\_\_\_\_\_  
President





# IRA Rollover Certification

<b>ACCOUNT HOLDER'S NAME AND ADDRESS (INDIVIDUAL CLIENT)</b>	<b>NEW IRA CUSTODIAN'S NAME</b>
	The Baltimore Life Insurance Company
Social Security Number _____	
<b>I CERTIFY THAT THE TIN ON THIS FORM IS TRUE, CORRECT AND COMPLETE.</b>	

Please complete the following:

- Either Option 1 or Option 2, that is applicable to this transfer.
- The "70½ Rollover Restrictions" section if you are age 70 ½ or older.
- Sign the form.

**Caution about mixing funds:** If you roll funds from a "Conduit IRA" (a rollover IRA established from qualified retirement funds such as 403(b), 401(k) or other retirement accounts), you cannot roll over the Conduit IRA funds into a qualified plan or tax-sheltered annuity in the future.

**OPTION 1. IRA-TO-IRA ROLLOVER**  
 (For a rollover to be eligible, all questions must be answered "No")

1. Time – 60 days: Has more than 60 days passed since you received the distribution from the disbursing IRA?  Yes  No
2. 12-Month Restriction: Did you receive any other distributions from the disbursing IRA that you rolled over during the past 12 months?  Yes  No
3. Have you previously rolled over the assets involved in this transaction from one IRA to another IRA in the past 12 months?  Yes  No

**OPTION 2. QUALIFIED RETIREMENT PLAN OR TSA-TO-IRA ROLLOVER**

1. Eligible Person: Indicate your status in the plan from which you received the funds intended for rollover.  
 Plan Participant  Surviving Spouse Beneficiary  
 Alternate Payee of Qualified Domestic Relations Order
2. Eligible Plan: You received the distribution that you are rolling over from a:  Qualified Retirement  TSA 403(b)
3. Eligible Rollover Distribution: (For a rollover to be eligible, all questions must be answered "No")
  - a. Does the rollover deposit contain any amounts that establish a required minimum condition?  Yes  No
  - b. Is the distribution that is being rolled over part of a series of substantially equal periodic payments?  Yes  No
  - c. Does the rollover deposit include any amounts that represent employee after-tax contributions?  Yes  No
  - d. Does the rollover deposit contain any amounts that are eligible for the death benefit exclusion?  Yes  No
  - e. Does the rollover deposit include any non-taxable amounts attributable to the purchase of life insurance under the distributing plan (PS58 costs)?  Yes  No
4. Time: Have more than 60 days passed since you received the distribution from the disbursing IRA?  Yes  No

**70 ½ ROLLOVER RESTRICTIONS:** (If IRA holder is age 70 ½ or older this calendar year, please answer questions below.)

1. Does the rollover contribution contain any required minimum distribution amounts?  Yes  No
2. Have you elected to recalculate your life expectancy on the distributing plan?  Yes  No

I have read and understand the rollover rules and conditions on this form, and I have met the requirements for making a rollover. Due to the important tax consequences of rolling over funds to an IRA, I have been advised to see a tax professional. All information provided by me is true and correct, and may be relied on by the Trustee or Custodian. I assume full responsibility for this rollover transaction and will not hold the Trustee or Custodian liable for any adverse consequences that may result.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required on backup withholding. *If we are required to report this transaction to the IRS, we will notify you and the IRS next January.*

Account Holder 	Date
Agent 	Date
Printed Agent Name	Agency



# PTE 84-24 Disclosure Statement

This disclosure is provided because your agent has recommended that you purchase a fixed annuity product using qualified funds subject to Title I of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. The disclosure is intended to provide information to help you determine whether to purchase the recommended annuity product with qualified funds. This information is intended to satisfy requirements under ERISA.

RECOMMENDED PRODUCT NAME: \_\_\_\_\_

ISSUING INSURANCE COMPANY NAME: \_\_\_\_\_

### Required Disclosures Under PTE 84-24

At the time of the recommendation, your agent believes that the recommended product is in your best interests based on the needs and preferences you have disclosed. This means that the agent’s advice is consistent with the care, skill and diligence that would be applied by any prudent person acting in a like capacity. Any charges or fees which may be imposed under the recommended product have been disclosed to you by the agent.

Agents may only sell the products of insurance companies that have appointed them. This may limit the ability of an agent to recommend certain products to you.

The agent has a financial interest in the recommended transaction. The following are potential conflicts of interest that your agent may experience in providing advice:

- *Receipt of Commission:* Insurance companies pay agents a commission at the time you pay a premium to issue a policy, and may pay commissions at the time of any renewal or when additional deposits are made. If you purchase the recommended product, the insurance company will pay the agent a commission as follows:  
 \_\_\_\_\_ % of gross annual premium paid in the first policy year, and  
 \_\_\_\_\_ % of gross annual premium paid for \_\_\_\_\_ years of the policy
- *Receipt of Incentives:* Insurance companies may offer agents incentives that could include: gifts, meals or entertainment of reasonable value; reimbursement for training or educational efforts, advertising or travel expenses to company-sponsored conferences; bonus programs.
- *Product Recommendations:* Some products may provide the agent with higher compensation or incentives than others.

In addition to those shown above, your agent has the following conflicts of interest:

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_  
Agent’s Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client’s Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## Annuity Suitability Guidance for Agents

Each state has annuity suitability regulations that require insurers to establish a system of supervision and to set forth standards and procedures for producers who sell annuity products. The NAIC's model regulation outlines the responsibilities of both the insurer and the producer.

Under these regulations, the responsibilities of the insurer and producer include the following:

- Ensure the purchase meets the needs of the consumer prior to making a recommendation
- Make reasonable efforts to obtain the consumer's suitability information
- Not issuing an annuity recommendation unless there is basis to show it is suitable
- Make a record of the recommendation, or obtain a signed customer statement if the customer refuses to provide information or decides to enter into an annuity transaction that is not based on the producer's recommendation
- Not attempting to dissuade a consumer from responding truthfully, filing a complaint, or cooperating with the investigation of a complaint.

Insurers are expected to have policies and procedures to ensure compliance with these requirements.

The states provide no specific guidance on the regulations. However, Baltimore Life has developed internal guidelines from our own industry research and with the input of our sales leaders. We must ensure that these guidelines are implemented and monitored.

For each annuity product we offer, the agent must submit a Suitability Questionnaire with the application to document the information gathered by the agent, and the grounds for determining that the sale is suitable. Baltimore Life will confirm that the consumer's financial needs are aligned with the product sold. Additionally, we review the information on the Suitability Questionnaire to determine if certain transaction level information might require additional documentation by the company.

Examples of items that might cause this additional review include:

- Surrender penalties on funds being transferred;
- Evidence that an existing annuity or life insurance policy is being replaced in the early policy years; and
- In instances when a consumer is using a high percentage of their overall liquid assets to purchase our product, particularly when the sum of total assets is modest.

In some cases, a consumer interview is necessary to document our files. In such cases, the objective is to confirm that the consumer understands the transaction and agrees that it is appropriate based on their individual needs.

You can assist us by assuring that a Suitability Questionnaire is completed in detail. When any of the above situations are present, please take time to document how you determined that the sale is appropriate, and submit this information along with the application. The *Supplemental Suitability Information Form (8758)* can be used for this purpose. This will provide better documentation for our file and may replace the need for a call to the consumer. In addition, if you suspect a consumer call may be needed, you may want to alert your client so that we can easily reach them.

If you need guidance on a particular case, feel free to contact the Compliance Department.



The Baltimore Life<sup>®</sup>  
COMPANIES

## Supplemental Suitability Information

**For Producer Use:** Provide supplemental information for Wealth Transfer and Annuity Suitability forms.

To comply with suitability regulations, an insurance producer must collect information about a consumer's financial circumstances and objectives prior to making an annuity recommendation. This form can be used by the producer to provide additional details about the suitability of the transaction when the following circumstances occur:

- An existing annuity is being replaced and that existing annuity was written by the same producer within the last two years;
- Surrender charges are payable on the existing annuity; and
- The consumer wants to use a high percentage of his or her total liquid assets to pay the premium on the new policy.

*An existing annuity or life insurance policy, written by the same producer, and is being replaced less than two years after issue. Since the existing annuity was subject to a suitability review, explain how the consumer's circumstances have changed to make the new product suitable and/or the existing policy unsuitable:*

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*A surrender change is present on the existing annuity contract. Explain why it is suitable for the consumer to incur the surrender penalty:*

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*A high percentage of the consumer's total liquid assets are being used to pay the premium on the new contract. Explain how the consumer's remaining liquid assets and income can be sufficient to pay their present and future expected and unexpected living expenses. Be certain that the income and expense information is clear on the suitability form:*

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