

# NON-QUALIFIED ANNUITIES - Request for Disbursement/Systematic Withdrawal Form

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

|                |                    |               |
|----------------|--------------------|---------------|
| Policy Number: | Owner / Annuitant: | Phone Number: |
|----------------|--------------------|---------------|

If single owner, payment requests will be mailed to the owner at the address we have on file, unless a change of address is requested. If jointly owned, a check will be made payable to both owners and will be mailed to the first owner's address that we have on file, unless a change of address is requested.

**CHECK ONE:**

- PARTIAL SURRENDER Complete Sections 1, 5, 6, 7
- FULL SURRENDER Complete Sections 2, 4, 5, 6, 7
- SYSTEMATIC WITHDRAWAL REQUEST Complete Sections 3, 5, 6, 7

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

Do not return policy with this request form. This partial surrender is to be in accordance with and is subject to the provisions of the policy.

**CHECK ONE:**

- Partial surrender of \$ \_\_\_\_\_ (Must be at least \$500)
- Maximum available without application of surrender charge and any applicable market value adjustment

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

- I request the **GROSS** amount of the selection above. (Amount paid will be decreased by any applicable deductions)
- I request the **NET** amount of the selection above. (Amount withdrawn will be increased by any applicable deductions)

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

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

- I hereby request the present cash surrender value of my policy listed above. I understand that Surrender Charges and any applicable Market Value Adjustment may apply.

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

**CHECK ONE:**

- INTEREST ONLY – The payments with this option may vary depending on the number of days in the modal period and/or the interest crediting method (s) available for the specific annuity owned.
- SPECIFIC DOLLAR AMOUNT – I hereby request payments of a specific amount. If payment exceeds the free withdrawal amount specified in my policy, the withdrawal will be subject to Surrender Charges and any applicable Market Value Adjustment. Payments must be at least \$100 per modal period. \$ \_\_\_\_\_.

**PAYMENT FREQUENCY\*** *Not all policies are eligible for systematic withdrawals.*

**Please select one box:**  Monthly  Quarterly  Semiannual  Annual

**Payment Start Date:**  Immediately  Other: \_\_\_\_\_

*Note: First payment must be at least one payment mode after policy issue date.*

**Payments may not:** (a) begin prior to one modal period from the issue date, (b) conflict with the Buy Date on FIAs (1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup> or 22<sup>nd</sup>), or (c) be sent monthly on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup>. Specified Start Date: \_\_\_\_\_.

If restricted dates are requested, the next available day after the day requested will become the payment date.

**End Date:** I elect to have my payments end on the date specified. If not elected, payments will continue until you notify us that you wish payments to stop. Specified End Date: \_\_\_\_\_.

*Note: If not specified, payments will continue until you notify us that you wish payments to stop.*

Method of Distribution:

- Check
- Electronic Funds Transfer (EFT) – Please include a voided check with this form for Checking or for Savings, please include a deposit slip and confirm the routing and account numbers here.
- Checking account
- Savings account:

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

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

### LOST POLICY CERTIFICATION

- By checking this box, I hereby represent that the above-referenced policy has been lost, mislaid, or destroyed, as I have been unable to find it after careful search and inquiry. By my signature below, I agree to hold the Company harmless from all loss, expense and liability for which the Company may become liable as a direct or indirect result of accepting this transaction without requiring the return of the policy.

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

- The Company will withhold, as required by law, **federal income tax** from the taxable portion of your withdrawal unless you elect not to have any withholding.
- Federal income tax withholding is generally at a 10% rate, but you may elect not to withhold any taxes. **PLEASE CONSULT A TAX ADVISOR REGARDING YOUR SPECIFIC SITUATION PRIOR TO MAKING YOUR ELECTION.**
- The election to have no withholding is available only to individuals who are U.S. Citizens or residents and have a mailing address in the United States. If the distribution is being delivered outside the United States, or in care of a person in the U.S., additional withholding requirements apply.
- If you are **not** a U.S. Citizen or U.S. person, the federal income tax withholding rate is 30%. A valid, accurate and complete W-8BEN form must be submitted in order to claim treaty exemption and must include a Taxpayer Identification Number along with date of birth.
- If you elect not to have **federal or state income tax** withheld, you may still be liable for payment of federal income and, if applicable, state income tax on the taxable portion of the distribution.
- You may be subject to tax penalties under the Estimated Tax Payment Rules if any payments of estimated tax and withholding are insufficient (IRS Publication 505 explains federal estimated tax requirements and penalties).
- The Internal Revenue Service may impose tax penalties for distributions prior to age 59 ½.
- In states where **state income tax** is not required or is voluntary for the Company, we DO NOT withhold state income taxes.
- **State income tax** will be withheld in states where it is mandatory, unless you elect not to have withholding.
- **You may revoke your Federal withholding election at any time by filing IRS Form W-4P. Your election will remain in effect until revoked.**

### Check one:

- DO NOT** withhold **Federal Income Tax**
- Withhold **Federal Income Tax**- (The maximum amount may not exceed the taxable amount) \$ \_\_\_\_\_ .  
You are required to furnish your state's withholding form where applicable, please contact your tax advisor or your state's taxing authority for questions. AZ, AR, CA, CT, IN, IA, KY, ME, MD, MA, NY, NC, OH, WV, MS, NC.
- DO NOT** withhold **State Income Tax**
- Withhold **State Income Tax** – minimum required - Certain States allow you to specify the amount if applicable please specify desired amount. \_\_\_\_\_ % or \$ \_\_\_\_\_ .

## SECTION 6 – SIGNATURE & CERTIFICATION

1. I have read and understand all sections of this form that are applicable to my request.
2. I understand that the distributions will be taken proportionately from all interest crediting options.
3. I understand that if my withdrawal(s) exceed(s) the free withdrawal amount specified in my policy, the withdrawal(s) will be subject to Surrender Charges and any applicable Market Value Adjustment.
4. All information and certifications provided by me are true and complete to the best of my knowledge and belief. I am aware that there may be tax consequences associated with this transaction.
5. I am aware that Fidelity & Guaranty Life Insurance Company, affiliates and representatives cannot give tax advice and I have been advised to consult an independent tax advisor.
6. I certify that my Social Security/Taxpayer Identification Number on this form is correct, that I am a U.S. person (U.S. citizen or resident alien).
7. I certify that I am not subject to backup withholding due to failure to report interest and dividend income.
8. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.
9. By not furnishing the correct Taxpayer Identification Number, I may be subject to additional penalties imposed by the Internal Revenue Service.

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

Owner Signature (Please do not print): \_\_\_\_\_ Date: \_\_\_\_\_

Title, if applicable: \_\_\_\_\_

Taxpayer Identification Number (SSN, EIN, ITIN): \_\_\_\_\_

Joint Owner (Taxpayer) (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Title, if applicable: \_\_\_\_\_

Taxpayer Identification Number (SSN, EIN, ITIN): \_\_\_\_\_

Other Required Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Title, if applicable: \_\_\_\_\_

\*Taxpayer Identification Number is required

## Signature Instructions

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

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

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

### CHECK ONE:

- I have never been married or I was divorced, or widowed prior to the issue date of this annuity Please acknowledge by Signing below
- I am currently married (*your spouse must consent to the transaction by signing below*)
- My spouse is deceased, attach copy of Death Certificate. Date of Death: \_\_\_\_\_ .
- I was divorced after the issue date of this annuity. Date of Divorce: \_\_\_\_\_ .

(A) and the policy was mentioned in the Divorce Decree or Property Settlement (*attach a copy of the court documents. If unable to provide, ex-spouse must consent by signing below*); or

(B) the policy was not mentioned directly or indirectly in the Decree or Property Settlement Agreement, (*Ex-spouse must consent by signing below*).

Spouse Consent: \_\_\_\_\_ Date: \_\_\_\_\_

Ex-Spouse Consent: \_\_\_\_\_ Date: \_\_\_\_\_

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

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