

From American Progressive's CARE CONTINUUM SeriesSM

TAX DEFERRED FIXED ANNUITY

APPLICATION PACKAGE



NEW YORK

**AMERICAN
PROGRESSIVE**
LIFE & HEALTH INSURANCE COMPANY OF NEW YORK

Policyholder Services
800-664-6494

Mail Applications to:
American Progressive
P.O. Box 13547
Pensacola, FL 32591-3547
www.amerprog.com

Marketing
800-332-3377 ext. 183
marketing@amerprog.com

ANN APPK NY

RECEIPT

Received from _____

the sum of _____ (\$ _____) Dollars.

Plan of Annuity _____

for the Premium specified in the Application for an Annuity to the American Progressive Life & Health Insurance Company of New York which bears the same date as this receipt.

The Annuity approved by the Company as a result of this application shall be issued as quickly as is practicable following the receipt of this application at the Home Office of the Company, provided, however, that any contract issued as a result of this application shall be considered void and of no force and effect should the check or draft accompanying this application be dishonored upon its presentation for payment. The Annuity Policy Date of Issue will be the date of acceptance of the Premium by the Company.

All premium checks must be made payable to the Company; do not make check payable to the agent or leave the payee blank.

DATE

SIGNATURE Agent

APAN-91 (REV 10/98)

Your American Progressive Representative is:

Address: _____

Telephone: _____

Annuity Product Specifications

Issue Ages:

Annuitant 0-85 (age last birthday)

Owner 0-90 (age last birthday)

Limitations:

SPDA - \$5,000 minimum premium
over \$500,000 requires Home Office approval and are
subject to a commission reduction.

FPDA - \$250 minimum initial premium PAC mode
\$2,000 minimum initial premium all other modes
\$100 minimum subsequent premiums
over \$500,000 requires Home Office approval and are
subject to a commission reduction

Interest Rates:

SPDA/FPDA - Both products have a 1½% minimum guaranteed
interest rate for the life of the policy. Also both products have a
first year bonus. Contact the home office for current
rate information.

Systematic Withdrawals:

Monthly and Quarterly interest options available. If the monthly
systematic withdrawal option is desired, it needs to be selected
at the time of application. In addition, the current interest rate
will be reduced by .25%, but will never exceed .50%.

Rollovers/1035 Exchanges:

If transferring money from another company, form #1035RTFA
should be completed and accompany the application. We will
send this form to the replaced company and request the funds.
The current interest rate at the time of application will be held
for a maximum of 60 days. If the funds are received after 60
days, and the current interest rates have been changed, the
policy will be issued with the current interest rate.

Surrender Charges:

SPDA and FPDA

Policy Yr.	SPDA/FPDA
1	7%
2	7%
3	6%
4	6%
5	5%
6	4%
7	3%
8	0%

These charges apply if the client surrenders the policy
prematurely or withdraws more than 10% each year. If the
policy is surrendered during the surrender period, 10% of the
accumulated value will be free of the surrender charge if not
previously withdrawn.

Applications should be forwarded to the following address:

American Progressive
Attention New Business
P.O. Box 13547
Pensacola, FL 32591-3547

Overnight Address:

American Progressive
411 N. Baylen St.
Pensacola, FL 32502

Notice to Agent regarding completion of Application Package.

This application package contains the following:

1. Premium receipt (leave with applicant)
2. Application (return to company)
3. Pre-Authorized Checking form (return to company)
4. Disclosure form (2 copies, return one to company, leave one with applicant)
5. Rollover-transfer form (return to company)

Please make sure all forms are completed with proper signatures and dates.
This will facilitate the issuance of the annuity contract.



Single or Flexible Premium Deferred Annuity Disclosure

Thank you for choosing to purchase an American Progressive deferred annuity. This is an important decision and we want to be sure that you are aware of the benefit features of your annuity. Please read the following summary and sign below to indicate your understanding.

Interest Rates

- Your initial interest rate guaranteed for one full contract year is _____ %.
- Renewal interest rates are set by the Investment Committee of the Company and are subject to change. The minimum guaranteed interest rate is 1.5%.

Policy Values

- The Accumulated Value provided under this policy is equal to the premium you paid plus interest earnings, minus any withdrawals you have made. The Accumulated Value is available to you any time after the Surrender Charge period, or anytime after the first policy year. Annuity payouts must be for life, or five years or longer, unless otherwise approved by the Company.
- The Cash Surrender Value of this policy is equal to the Accumulated Value minus the applicable Surrender Charge. The Surrender Charge in any policy year is equal to the Accumulated Value multiplied by the Surrender Charge Rate listed below.

Year	Surrender Charge	Year	Surrender Charge	Year	Surrender Charge
	SPDA/FPDA		SPDA/FPDA		SPDA/FPDA
1	7%	4	6%	7	3%
2	7%	5	5%	8	0%
3	6%	6	4%		

Withdrawal Options

- Subject to the Surrender Charges, you may take up to four Partial Withdrawals per year, or a full Cash Surrender may be processed at any time.

Withdrawals Free of Surrender Charges

- After the first policy year you may take withdrawals (up to four per year) for a maximum total of 10% of the Accumulated Value each policy year without incurring a Surrender Charge. If a "Free" withdrawal is not used it does not carry over to the following years.
- After the second policy year, if the Annuitant was age 75 or younger on the policy issue date, you may withdraw up to 50% of the Accumulated Value without surrender charges if the Annuitant is confined to a hospital or convalescent care facility for at least 60 days, OR the annuitant is diagnosed with a terminal medical condition (* additional conditions and time limits apply, please see the policy language).

Death Benefit

- If the Owner dies and was not the annuitant, the Cash Surrender Value will be paid to the beneficiary. **If the Annuitant dies, the Accumulated Value will be paid to the beneficiary.**

Taxation.

- Annuitization, surrender or partial withdrawals made prior to age 59-1/2 may be subject to taxation and a 10% IRS penalty. Because the company does not provide legal counsel or tax advice, please consult your professional advisor(s).

I have read and understand the above information and it has been fully explained to me by my agent. I believe this Tax Deferred Fixed Annuity from American Progressive is suitable for my financial goals.

Owner _____

Date _____

NAME OF PRIMARY BENEFICIARY

LAST SUFFIX FIRST MI SOCIAL SECURITY NUMBER

ADDRESS (Street/ Rural Route)

CITY STATE ZIP CODE AREA CODE/ TELEPHONE RELATIONSHIP TO ANNUITANT

NAME OF CONTINGENT BENEFICIARY (if any)

LAST SUFFIX FIRST MI SOCIAL SECURITY NUMBER

ADDRESS (Street/ Rural Route)

CITY STATE ZIP CODE AREA CODE/ TELEPHONE RELATIONSHIP TO ANNUITANT

Is this Contract applied for to replace or change any insurance or annuity now in force? YES NO

If "YES" complete the following:

YEAR ISSUED TYPE OF PLAN COMPANY CONTRACT/POLICY NUMBER

COMPANY ADDRESS

The Owner agrees to the following: (1) The answers in this application are true to the best of my knowledge and belief; (2) The effective date of this policy will be the date the full initial premium is received at the Administrative Office; (3) No agent has authority to make or modify contracts or otherwise bind the Company.

Application Made At: _____, This date: _____,
City State

Signature of Owner _____

Signature of Joint Owner (if any) _____

Special Instructions:

ALL CHECKS MUST BE MADE PAYABLE TO "AMERICAN PROGRESSIVE LIFE & HEALTH INSURANCE COMPANY OF NEW YORK." DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK.

Agent's Replacement Question: Do you have knowledge or reason to believe that the annuity applied for by this application will replace or change any insurance or annuity currently in force on the life of the Proposed Annuitant?

YES NO If "Yes," explain in special instructions and complete any required replacement forms

Signature of Agent _____ GA _____ GA Code # _____

Agent's Name (Print) _____

Agent Number _____ Agent's Code Number _____

Agency Phone Number _____

Please be sure ALL questions have been answered.



Request for Pre-Authorized Checking (PAC)

Use this authorization form for Automatic Checking Withdrawal

Name of Account Holder _____
(Please print)

Name of Policyholder _____
(If different than Account Holder)

Bank Name & Address _____

Account # _____

I hereby authorize the bank or financial organization named on the attached sample to pay my insurance premium (before the due date to assure timely processing) through monthly check or electronic account debits drawn by and payable to American Progressive Life & Health Insurance Company of New York.

Policy Effective Date	Draft Date
1st-7th	7th
8th-15th	15th
16th-21st	21st
22nd-Month End	28th

The bank or other financial organization will be fully protected in honoring these payments until written notice from me canceling this request is received.

X _____ Date _____
(Account Holder, please sign)

American Progressive Policy # _____
(Existing policyholders only)

Please attach a voided check for processing. Write "VOID" across the face of your blank check. Be sure it is **NOT** signed. Please staple or tape here.

PAC (5/98) APR

NOTE: If applying for a Flexible Premium Deferred Annuity, minimum initial deposit is \$250. Minimum subsequent deposits, \$100.

**AMERICAN PROGRESSIVE LIFE & HEALTH
INSURANCE COMPANY OF NEW YORK**
RYE BROOK, NEW YORK

**INSURANCE DEPARTMENT OF THE STATE OF NEW YORK
DEFINITION OF REPLACEMENT**

In order to determine whether you are replacing or otherwise changing the status of existing life Insurance policies or annuity contracts, and in order to receive the valuable information necessary to make a careful comparison if you are contemplating replacement, the agent is required to ask you the following questions and explain any items that you do not understand.

As part of your purchase of a new life insurance policy or a new annuity contract, has existing coverage been, or is likely to be:

1. Lapsed, surrendered, partially surrendered, forfeited, assigned to the insurer replacing the life insurance policy or annuity, or otherwise terminated? YES NO
2. Changed or modified into paid-up insurance; continued as extended term insurance or under another form of nonforfeiture benefit; or otherwise reduced in value by the use of nonforfeiture benefits, dividend accumulations, dividend cash values or other cash values? YES NO
3. Changed or modified so as to effect a reduction either in the amount of the existing life insurance or annuity benefit or in the period of time the existing life insurance or annuity benefit will continue in force? YES NO
4. Reissued with a reduction in amount such that any cash values are released, including all transactions wherein an amount of dividend accumulations or paid-up additions is to be released on one or more of the existing policies? YES NO
5. Assigned as collateral for a loan or made subject to borrowing or withdrawal of any portion of the loan value, including all the transactions wherein any amount of dividend accumulations or paid-up additions is to be borrowed or withdrawn on one or more existing policies? YES NO
6. Continued with a stoppage of premium payments or reduction in the amount of premium paid? YES NO

If you have answered "YES" to any of the above questions, a replacement as defined by New York Insurance Department Regulation No. 60 has occurred or is likely to occur and your agent is required to provide you with a completed Disclosure Statement and the IMPORTANT Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts.

Signature of Applicant: _____

Date: _____

Signature of Applicant: _____

Date: _____

AGENT'S STATEMENT

To the best of my knowledge, a replacement is involved in this transaction..... YES NO

Signature of Agent: _____

Date: _____

AMERICAN PROGRESSIVE LIFE & HEALTH INSURANCE COMPANY OF NEW YORK

P.O. Box 13547
Pensacola, Florida 32591-3547

Transfer, Rollover, or 1035 Exchange

1. Information from Contract/Policy/Account(s) to be transferred:

Owner _____ SSN _____
Joint Owner _____ SSN _____
Annuitant/Insured _____ SSN _____
Assets from: Company _____
Department _____ Contact Name _____
Company Address _____
City _____ State _____ Zip Code _____
Telephone (_____) _____
Contract/Policy/Account# _____ # _____ # _____
Source: Annuity Life Insurance Bank Brokerage/Securities Account Mutual Funds Other _____

2. Transfer Instructions

Amount: Total (100%) liquidation Partial withdrawal of \$ _____ or _____ %
Timing: Immediately At maturity date _____ Other date _____

3. If fully transferring Annuity contract(s), the contract # (s) _____

is/are: Enclosed Misplaced Destroyed

4. Type of Transfer/Rollover—Check one only

Qualified Transfer or Rollover (Complete Sections 5 and 6)
 Non-Qualified 1035 Exchange (Complete Section 7 on reverse)
 Other Non-Qualified (Complete Section 6)

Additional Comments:

5. Qualified Transfer/Rollover—Check one only

Direct Transfer from Traditional IRA to Traditional IRA Direct Transfer from Roth IRA to IRA
 IRA Rollover of Eligible Distribution from Pension Plan IRA Rollover of Eligible Distribution from 403(b) Plan
 403(b)/TSA Direct Transfer (Revenue Ruling 90-24) Trustee to Trustee Transfer of 401(a) Pension Plan
 Other: _____

Note: Age 70½ restrictions apply to retirement account transfers. If you are age 70½ or older this year you may not transfer or rollover Required Minimum Distribution (RMD) amounts. If necessary, instruct your present trustee/custodian, prior to effecting this transfer to either: 1) pay the RMD to you now, or 2) retain that amount for distribution to you later. Not applicable to Roth IRAs.

6. I request that the above referenced contract/policy/account(s) be transferred to American Progressive Life & Health Insurance Company of New York (American Progressive). Please do not withhold taxes. I understand and agree that it is solely my responsibility to consult with the previous company concerning any penalties or surrender charges that will result from this liquidation by the previous company. I understand and agree that it is solely my responsibility to insure that any amounts I am transferring/rolling over are in fact eligible for transfer/rollover treatment, and that American Progressive will rely on my representation to accept my transfer/rollover to my American Progressive annuity. I understand and agree that it is solely my responsibility to consult with my own personal tax advisor concerning the tax implications, if any, applicable to this transaction. I place no reliance on any tax advice that American Progressive, its agents and employees may have given me. I further understand the consequences and possible tax obligations of this transaction are my responsibility and not the responsibility of American Progressive, its agents or employees.

Date _____ Signature _____
Contract Owner

Date _____ Signature _____
Contract Joint Owner

Signature Guarantee (required to transfer mutual funds, brokerage accounts, or as requested)

See Reverse for Non-Qualified 1035 Exchanges and American Progressive's acceptance proceeds.

Form # 1035RTFA

American Progressive Policy # _____

RETURN TO COMPANY

AMERICAN PROGRESSIVE LIFE & HEALTH INSURANCE COMPANY OF NEW YORK

P.O. Box 13547

Pensacola, Florida 32591-3547

Transfer, Rollover, or 1035 Exchange

7. Non-Qualified 1035 Exchange (must be completed for transfer of life and annuity contracts under Section 1035)

For value received, and for the purposes and agreement set forth in this document, I, the undersigned, hereby absolutely assign and transfer the above identified life policy(ies)/annuity contract(s) to American Progressive Life & Health Insurance Company of New York (American Progressive), its successors and assigns, along with any and all claims, options, privileges, rights title, and interest therein, and subject to all conditions of such policy(ies)/contract(s). All previous designations of beneficiary are revoked. I declare that the sole beneficiary shall be American Progressive, its successors and assigns. I further declare that no proceedings in bankruptcy are pending against the undersigned and that the policy(ies)/contract(s) is/are not subject to any other assignment, pledge or lien.

I intend this assignment to be part of an exchange of insurance policies or annuity contracts under Internal Revenue Code Section 1035. American Progressive agrees in consideration for this assignment to issue a new policy or contract in exchange for the policy or contract assigned. If the policy is being exchanged for a new policy of life insurance, American Progressive agrees to reassign the policy or contract to the undersigned if the application for the new policy is not approved on either a standard or non-standard basis. Any amount received as part of this transfer will be credited on the day such amount is received in American Progressive's Home Office. If the cash surrender value of the original policy(ies)/contract(s) is in excess of the amount which can be accepted as premium under the new policy/contract, American Progressive will pay me the excess.

Upon payment of the cash surrender value of the original policy(ies)contract(s), all legal obligations of the original carrier shall cease and the original policy(ies)/contract(s) shall no longer be in force or effect. I further understand that this agreement creates no insurance. If I choose not to accept the new policy/contract, American Progressive will pay me only the full cash surrender value amount it actually received from the other carrier and all further obligations shall cease.

I am requesting that American Progressive furnish this form and participate in this exchange. I understand and agree that it is solely my responsibility to consult with the previous company concerning any penalties or surrender charges that will result from this liquidation by the previous company. I understand and agree that it is solely my responsibility to consult with my own personal tax advisor concerning the tax implications, if any, applicable to this transaction. I place no reliance on any tax advice that American Progressive, its agents and employees may have given me. I further understand the consequences and possible tax obligations of this transaction are my responsibility and not the responsibility of American Progressive, its agents or employees.

Date _____ Signature _____
Contract Owner

Date _____ Signature _____
Contract Joint Owner

Notification of Acceptance/Surrender

American Progressive will accept the transfer described in this document. Please liquidate the account or surrender the policy or contract without withholding taxes. Please provide the following information with your check and mail to:

CONTRACT/POLICY # _____ FBO _____

Non-Qualified 1035/Exchange: Pre-TEFRA Principal \$ _____ Pre-TEFRA Interest \$ _____

403(b) Direct Transfer (Rev. Rule 90-24): 12/31/88 Value \$ _____ 12/31/86 Value \$ _____

Roth IRA Conversion: Year _____ Amount \$ _____

Regular Mail:

American Progressive Life & Health
Insurance Company of New York
P.O. Box 13547
Pensacola, FL 32591-3547

Overnight Mail:

American Progressive Life & Health
Insurance Company of New York
411 North Baylen Street
Pensacola, Florida 32502

Date _____ Authorized Signature _____

American Progressive Life & Health Insurance Company of New York

Annuity Suitability Worksheet

Contract Owner: _____ Application Date: _____

Occupation: _____ Marital Status: _____ # of Dependents: _____

Annuitant (if different than owner) _____ Relationship to Owner: _____ Current Age: _____

Annuity Status: Qualified Non-Qualified IRA contribution _____ tax year

Total Anticipated Premium \$ _____ Single premium
 Flexible premium

Surrender charge of account being replaced \$ _____, **surrender charge rate** _____%.

Client Objective(s)

Financial Information

Annual Income: \$ _____

Sources of Income: _____

Current Assets:

Home and Property \$ _____ Stocks / Bonds \$ _____

Checking / Savings \$ _____ IRA / Keogh \$ _____

CD's \$ _____ Face Amount of Life Insurance \$ _____

Mutual Funds \$ _____ Cash Value of Life Insurance \$ _____

Annuities \$ _____ Other \$ _____

Money Market \$ _____

1) _____(Owner's initials) The information above accurately represents my financial situation.

OR

2) _____(Owner's initials) I choose not to provide my financial information to my agent or the Company. I understand that my agent is not assisting me in determining suitability of this annuity.

Notes:

I have reviewed my financial circumstances with my agent and certify that any financial information disclosed on this form is true and correct to the best of my knowledge. I understand that an annuity is a long-term savings vehicle and surrender charges may be assessed as a result of withdrawing funds in excess of specified amounts or as a result of early policy termination. We have discussed the features of this annuity and I acknowledge that this annuity is suitable for my financial circumstances and goals.

Owner x _____ Date _____

Agent x _____ Date _____