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SEARCH CRITERIA

DISCLOSURE STATEMENT - APPENDIX 10A

Insurance Department of the State of New York



IMPORTANT - It may not be in your best interest to surrender, lapse, change or borrow from existing life insurance policies or annuity contracts in connection with the purchase of a new life insurance policy or annuity contract whether issued by the same or a different insurance company. You are urged to contact your existing Agent, Broker or insurance company prior to completing the transaction. They can help you decide whether the replacement is in your best interest.

FOR YOUR PROTECTION, the Insurance Department of the State of New York requires that you be given this Disclosure Statement, the IMPORTANT Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts and the Definition Of Replacement, together with policy information on all proposed and existing coverage affected.

Applicant Name _____ Phone _____

Address _____

City _____ State _____ ZIP _____

Agent or Broker Name _____ Phone _____

Company _____

Address _____

City _____ State _____ ZIP _____

The information on existing coverage on this form was obtained from:

The replaced company: _____

Approximations if replaced company failed to provide information in the prescribed time

1. DESCRIPTION OF TRANSACTION:

AS OF DATE:

Proposed Policy/Contract

Existing Policies/Contracts Affected

	(1)	(2)	(3)
_____ Company	_____	_____	_____
_____ Customer Service	_____	_____	_____
_____-_____- Phone Number:	_____-_____-	_____-_____-	_____-_____-
_____ Type of Insurance	_____	_____	_____
\$_____ Face Amount:	\$_____	\$_____	\$_____
_____ Rider _____	_____	_____	_____
_____ Rider _____	_____	_____	_____
_____ Rider _____	_____	_____	_____
_____ Rider _____	_____	_____	_____
_____ Rider _____	_____	_____	_____
_____ Premium	\$_____	\$_____	\$_____
_____ Contract #	#_____	#_____	#_____
_____ Issue Date	_____	_____	_____
_____/A_____ Surrender Charge	\$_____	\$_____	\$_____
_____ Guaranteed	_____	_____	_____
_____ % Interest Rate	_____ %	_____ %	_____ %
_____ Current Loan	_____	_____	_____
_____ % Interest Rate	_____ %	_____ %	_____ %
_____ Current Loan Balance	_____	_____	_____
_____ Contestable Expiry	_____	_____	_____
_____ Yrs. Date	_____ MO/YR	_____ MO/YR	_____ MO/YR
_____ Yrs. Suicide Expiry Date	_____ MO/YR	_____ MO/YR	_____ MO/YR

Existing coverage to be changed by:

Lapse or Surrender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amendment or Reissue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loan or Withdrawal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reduction To	\$_____	\$_____	\$_____
Reduced Paid-Up For	\$_____	\$_____	\$_____
Extended Term to	_____ Yrs. ____ Mos.	_____ Yrs. ____ Mos.	_____ Yrs. ____ Mos.
Cash released by change and year	\$_____	\$_____	\$_____
	\$_____	\$_____	\$_____
	\$_____	\$_____	\$_____

Use of cash released _____

2. SUMMARY RESULT COMPARISON:

	New With Existing Guaranteed	Coverage Changed Non-Guaranteed	Existing Coverage Guaranteed	Unchanged Non-Guaranteed
Annual Premium				
At Present	\$ _____	\$ _____	\$ _____	\$ _____
5 Years Hence	\$ _____	\$ _____	\$ _____	\$ _____
10 Years Hence	\$ _____	\$ _____	\$ _____	\$ _____
Surrender Value				
At Present	\$ _____	\$ _____	\$ _____	\$ _____
5 Years Hence	\$ _____	\$ _____	\$ _____	\$ _____
10 Years Hence	\$ _____	\$ _____	\$ _____	\$ _____
Death Benefit				
At Present	\$ _____	\$ _____	\$ _____	\$ _____
5 Years Hence	\$ _____	\$ _____	\$ _____	\$ _____
10 Years Hence	\$ _____	\$ _____	\$ _____	\$ _____
Dividends				
At Present	\$ _____	\$ _____	\$ _____	\$ _____
5 Years Hence	\$ _____	\$ _____	\$ _____	\$ _____
10 Years Hence	\$ _____	\$ _____	\$ _____	\$ _____

3. AGENT'S OR BROKER'S STATEMENT

1. The primary reason(s) for recommending the new life insurance policy or annuity contract is (are): _____

2. The existing life insurance policy or annuity contract cannot meet the applicant's objectives because: _____

3. The advantages of continuing the existing life insurance policy or annuity contract without changes are: _____

REMARKS: _____

The attached proposal, including sales material, was used in this sale.

No proposal or sales material was used in this sale.

If more than three existing life insurance policies or annuity contracts are to be affected by this transaction or if more than one new life or annuity contract is proposed, the first page of this Disclosure Statement must be completed for such additional life insurance policies and annuity contracts. In addition, a composite comparison shall be completed of all existing life insurance policies or annuity contracts to all proposed life insurance policies or annuity contracts. The proposal, including sales material used in the sale of the proposed life insurance policy or annuity contract, must accompany the submission of this form to the insurer. Copies must be given to you.

I have personally completed this form and certify that it is correct to the best of my knowledge and ability.

Agent or Broker Signature _____ Date _____

I hereby acknowledge that I received and read the above Disclosure Statement before I signed the application for the new coverage.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

APPENDIX 10C

INSURANCE DEPARTMENT OF THE STATE OF NEW YORK

ReliaStar Life Insurance Company of New York, Woodbury, NY
ING Customer Service Center: PO Box 5075, Minot, ND 58702-5075



IMPORTANT NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS

THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY REGULATION NO.60

YOU ARE CONTEMPLATING THE PURCHASE OF A LIFE INSURANCE POLICY OR ANNUITY CONTRACT IN CONNECTION WITH SURRENDER, LAPSE OR CHANGE OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. THE AGENT OR BROKER IS REQUIRED TO GIVE YOU THIS NOTICE TOGETHER WITH A SIGNED DISCLOSURE STATEMENT CONTAINING THE SUMMARY RESULT COMPARISON FOR THE NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT AND ANY LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO BE CHARGED THAT SETS FORTH THE FACTS OF THE TRANSACTION AND ITS ADVANTAGES AND DISADVANTAGES TO YOU. YOUR DECISION COULD BE A GOOD ONE – OR A MISTAKE – SO MAKE SURE YOU UNDERSTAND THE FACTS. YOU SHOULD:

1. Carefully study the Disclosure Statement, which includes a Summary Result Comparison, until you are sure you understand fully the effect of the transaction.
2. Ask the Company or Agent from whom you bought your existing Life Insurance policies or Annuity contracts to review with you the transaction and the Disclosure Statement. you may be able to effect the changes you desire more advantageously with them. Their customer service number is contained in the Disclosure Statement.
3. Consult your Tax Advisor. There may be unfavorable tax implications associated with the contemplated changes to your existing Life Insurance policies or Annuity contracts.

As a general rule, it is often not advantageous to drop or change existing coverage in favor of new coverage, whether issued by the same or a different insurance company. Some of the reasons it may be disadvantageous are:

1. The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
2. Since the initial costs of a life insurance policy are charged against the cash value increases in the earlier life insurance policy years, the replacement of an old life insurance policy by a new one results in the policyholder sustaining the burden of these costs twice. Annuity contracts usually contain provision for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.
3. The contestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.
4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.
5. There may have been changes in your health since the purchase of the existing coverage.
6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.

YOU HAVE THE RIGHT, WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT, TO RETURN IT TO THE INSURER AND RECEIVE AN UNCONDITIONAL FULL REFUND OF ALL PREMIUMS OR CONSIDERATIONS PAID OUT ON IT, OR IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, A PAYMENT OF THE CASH SURRENDER BENEFITS PROVIDED UNDER THE POLICY OR CONTRACT, PLUS THE AMOUNT OF ALL FEES AND OTHER CHARGES DEDUCTED FROM GROSS CONSIDERATIONS OR IMPOSED UNDER THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, AND MAY HAVE THE RIGHT TO REINSTATE OR RESTORE ANY LIFE INSURANCE POLICIES AND ANNUITY CONTRACTS THAT WERE SURRENDERED, LAPSED OR CHANGED IN THE TRANSACTION TO THE FORMER STATUS TO THE EXTENT POSSIBLE AND IN ACCORDANCE WITH THE INSURER'S PUBLISHED REINSTATEMENT RULES TO THE EXTENT SUCH RULES ARE NOT INCONSISTENT WITH THE PROVISIONS OF THIS PART.

IMPORTANT: THIS RIGHT SHOULD NOT BE VIEWED AS REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT TO THE SAME CONDITION AS IF IT HAD NEVER BEEN REPLACED. THERE MAY BE CONSEQUENCES IN REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT, INCLUDING BUT NOT LIMITED TO:

- THE RIGHT TO REINSTATE OR RESTORE YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT APPLIES ONLY TO COMPANIES SUBJECT TO NEW YORK INSURANCE LAWS;
- YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT IS SUBJECT TO YOUR SPECIFIC COMPANY'S REINSTATEMENT RULES, WHICH MAY VARY FROM COMPANY TO COMPANY. THESE RULES MAY REQUIRE PAYMENT OF BOTH PREMIUM AND INTEREST; HOWEVER, YOU WILL NOT BE SUBJECT TO EVIDENCE OF INSURABILITY, OR A NEW CONTESTABLE OR SUICIDE PERIOD;
- YOU MAY NOT RECEIVE THE INTEREST OR INVESTMENT PERFORMANCE DURING THE PERIOD THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT WAS REPLACED; AND
- THERE MAY BE UNFAVORABLE FEDERAL INCOME TAX CONSEQUENCES AS A RESULT OF THE REINSTATEMENT OF YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT.

IMPORTANT: IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, THE VALUE OF THE POLICY OR CONTRACT MAY INCREASE OR DECREASE DURING THE 60 DAY PERIOD DEPENDING ON THE PERFORMANCE OF THE UNDERLYING INVESTMENTS, WHICH MAY EFFECT THE VALUE OF THE REFUND YOU RECEIVE.

I HEREBY ACKNOWLEDGE THAT I READ THE ABOVE "**IMPORTANT**" NOTICE" AND HAVE RECEIVED A COPY OF SAME.

APPLICANT SIGNATURE _____ DATE _____

APPLICANT SIGNATURE _____ DATE _____

NOTICE TO INSURER OF PROPOSED REPLACEMENT

ReliaStar Life Insurance Company of New York, Woodbury, NY
 ING Customer Service Center, PO Box 5075, Minot, ND 58702-5075



To be completed by agent or broker, signed by policyowner, and sent to Insurer whose contract is proposed to be replaced and RLNY, with a copy to the applicant.

TO: Insurance Company proposed to be replaced _____

Address _____

City _____ State _____ ZIP _____

Fax _____

FROM: Agent/Broker Name _____ Phone _____

Address _____ Fax _____

City _____ State _____ ZIP _____

DATE: _____

POLICYHOLDER: _____

POLICY(S): _____

Please be advised that the policyowner named is considering replacing the policies listed above. The policyowner authorizes the insurer proposed to be replaced to release the information needed for completing the alternate New York State Disclosure statement attached. In accordance with New York State Insurance Department Regulation No.60, it is required that this information be furnished within twenty (20) days to:

1. The Agent or Broker named above
2. ReliaStar Life Insurance Company of New York
3. The Agent/Broker of record of the existing policy and/or contract

Check One: This Notice has been: Mailed Faxed

AUTHORIZATION TO DISCLOSE POLICY INFORMATION

In accordance with New York State Insurance Department Regulation No. 60, please furnish the information needed for completing the enclosed alternate New York State Disclosure Statement.

Please forward this information to the Agent or Broker named above **and** to:

ReliaStar Life Insurance Company of New York
 ING Customer Service Center: PO Box 5075
 Minot, ND 58702-5075

This authorization is valid until revoked by the undersigned in writing.

Policyowner Signature _____ Date _____

Address _____

City _____ State _____ ZIP _____

AGREEMENT FOR THE EXCHANGE OF INSURANCE POLICIES & ABSOLUTE ASSIGNMENT UNDER SECTION 1035 OF THE INTERNAL REVENUE CODE



ReliaStar Life Insurance Company of New York
Home Office: Woodbury, NY
Administrative Office:
P.O. Box 5033
Minot, ND 58702-5033

I. LIFE INSURANCE FOR LIFE INSURANCE EXCHANGE

For an Annuity exchange please use the Transfer/1035 Exchange Request.

Has an irrevocable beneficiary been named for any above-listed policy? Yes No
Is any policy listed subject to a Collateral Assignment? Yes No

II. INFORMATION ABOUT POLICY(IES) TO BE EXCHANGED

Replaced Insurer and Address _____
Insured _____
Owner _____
Policy # _____

As the sole Owner of the policy(ies) listed above, I hereby agree to exchange such policy(ies) pursuant to Section 1035 of the Internal Revenue Code as part of a single integrated transaction for ReliaStar Life Insurance Company of New York ("the Company") policy(ies) described in Section III below (the "New Policy"), which I believe better suits my needs.

In consideration of the Company's furnishing me with this Agreement and assisting me with this proposed exchange of insurance policies under Section 1035 of the Internal Revenue Code, I agree to be bound by all TERMS and CONDITIONS set forth in Section VII of this Agreement, which by my signature below I acknowledge that I have read and understand.

This certifies that no bankruptcy proceeding, attachments or other lien or claim is now pending against the Owner.

III. INFORMATION ABOUT POLICY APPLIED FOR

Policy # _____
Proposed Insured _____
Owner _____

IV. LOAN ROLLOVER Please check one of the following:

Carry over any existing loan to the extent that the Company's rules allow Loan Amount:\$ _____
 DO NOT carry over any existing loan No outstanding loan

For applicable products only: If any loan amount is carried over, the dollar amount of the loan that is transferred, including accrued interest on the loan, will be considered to be premium paid for the New Policy, together with any cash values that are transferred and any new premium paid with the application.

Responsibility for Tax Consequences: The Owner understands and agrees that neither the Company nor any Agent, in providing this Agreement and in facilitating this exchange of policy(ies), is thereby providing the Owner with legal or tax advice regarding this transaction. The Owner agrees to consult his or her own tax professional for advice regarding any and all tax consequences of this transaction.

V. LOST POLICY CERTIFICATE FOR POLICY NUMBER

Policy Number _____

The undersigned Owner(s) hereby certifies that the referenced policy has been Lost or Destroyed (Please check one)

VI. ABSOLUTE ASSIGNMENT OF POLICY(IES)

For value received, the Owner named in Section II hereby irrevocably transfers, delivers and assigns to the Company all rights, title and interest in and to all policy(ies) listed in Section II. This Assignment revokes all previous beneficiary designations and settlement options for such policy(ies).

For consideration received, the undersigned Owner hereby assigns and transfers all rights, title and interest, without exception, in the listed policy(ies) to the Company. Accordingly, the Company has the right to change the beneficiary to itself, surrender the policies, and receive the entire surrender values.

VII. TERMS AND CONDITIONS

1. No Encumbrances

As of the date of this Agreement, the Owner represents and warrants for each policy or contract listed in Section II:

- A. No policy loans are outstanding;
- B. No assignments (other than this one) currently exist;
- C. No garnishments, liens or levies currently exist against any policy listed;
- D. No other person, firm, corporation or governmental unit has any legal or equitable claim against such policy.

2. Legal Status of Existing Insurer(s)

As of the date of this Agreement, the Owner represents and warrants that the insurer named in Section II:

- A. Has not informed the Owner it is unable to pay its claims or debts as they become due;
- B. Has not informed the Owner that it has invoked a contractual right to delay payment for a period of up to six months;
- C. Has not filed a petition for relief under U.S. Bankruptcy Laws, or similar laws of any state;
- D. Is not the subject of any action in law or equity for the appointment of any receiver, administrator, trustee, liquidator, custodian or conservator;
- E. Is not the subject of any action or proceeding for the dissolution, termination, reorganization or suspension of its operations or any material or substantial portion thereof.

3. Change in Legal Status of Existing Insurer

The Owner agrees that if the legal status of the insurer named in Section II changes or shall be determined by the Company to be different from the representations and warranties set forth in 3, above, before the Company actually receives the cash surrender value of any policy listed in Section II, the Company in its sole discretion may reassign ownership of such policy(ies) to the Owner and terminate this Agreement, or, the Company may continue to attempt collection of the cash surrender values of such policy(ies). In the event the Company elects to continue to attempt collection of the cash value of any such policy(ies), the Owner agrees to execute and deliver to the Company such further documents as it may require in order to complete this transaction, including, without limitation, the statement required by I.R.S. Revenue Procedure 92-44.

4. Legal Status of Existing Policy(ies)

As of the date of this Agreement, the Owner represents and warrants that the policy(ies) listed in Section II are in force and have not lapsed. The Owner agrees that the Company shall have no responsibilities to pay any premiums in respect of such policy(ies) which are now due, or which become due after the date of this Agreement. The Owner acknowledges and understands that the insurer named in Section II may delay or defer payment of the cash surrender value of such policy(ies) for up to six (6) months from the date such insurer receives the Company's request to surrender such policy(ies), and that such policy(ies) may lapse during such period unless the Owner pays enough premium to prevent lapse. The Owner agrees that the Company is under no duty either to notify the Owner of the pending lapse of such policy(ies) or to assume responsibility for keeping such policy(ies) in force. The Owner knowingly assumes the risk of such lapses.

5. Death of Proposed Insured

If the Proposed Insured dies on or after the date of this Agreement, the Owner understands and agrees:

- A. A death claim may (or may not) be paid by the Company subject to the terms of the Conditional Receipt; or
- B. A death claim may (or may not) be paid by the Company subject to the terms of the policy it has physically delivered to the Owner during the lifetime of the Proposed Insured. The New Policy will be delivered to the Owner only if the Company has determined to its own satisfaction that the person insured thereunder is insurable on the date of delivery and that the amount of premium required by the Company upon delivery of the Policy has or will be paid in accordance with either the Conditional Receipt or External Exchange Policy Delivery Receipt; and
- C. Any death claim payable under the policy(ies) listed in Section II, because of the Absolute Assignment set forth in Section VI above, will not be paid to the Owner's beneficiaries but will be paid solely to the Company as the new Owner and beneficiary, and may therefore be applied, directed or utilized solely for the Company's benefit.

6. Free Look Provision

The Owner acknowledges and agrees that if the Owner elects to exercise his or her privilege under the free look provision to return any Company policy issued in this proposed exchange, then the Company's only obligation shall be to pay the Owner the full cash surrender value the Company has received at its Administrative Office from the insurer named in Section II or as otherwise required by state law or as reflected in the policy. The Owner acknowledges that the insurer named in Section II may not permit the Owner to reinstate a surrendered policy.

7. Effective Date for Crediting Interest

The Owner understands and agrees that the interest rate credited by the Company on the Company policy applied for and the length of the guarantee period, if any, applicable to such interest rate, will be the rate and guarantee period in effect when the Company receives at its Home Office the cash surrender value of the policy(ies) listed in Section II. The Owner understands and agrees that this rate may be lower than the rate in effect on the date of this Agreement and the guarantee period may be shorter than the guarantee period in effect on the date of this Agreement.

Certification: Under penalty of perjury, the undersigned certifies that the number shown below is the Owner's correct tax identification number.

Signed this _____ day of _____, 20_____

Owner Signature _____

Title (if Corporation or Trustee) _____

Name of Corporation or Trustee _____

Witness _____ Owner's SSN or TIN _____

Signature of Owner's spouse (Community Property states only) _____

Irrevocable Beneficiary Release: The undersigned irrevocable beneficiary hereby releases any and all interest such beneficiary has in the above policy(ies).

Irrevocable Beneficiary (if any) _____

Witness _____ Date _____

Assignee Release: The undersigned collateral assignee hereby releases any and all interest such assignee has in the above policy(ies).

Collateral Assignee (if any) _____

Witness _____ Date _____

Beneficiary Change: As the Absolute Assignee and Owner of the above policies, the Company requests that all prior beneficiary designations be revoked and the Company be made sole beneficiary of the above policy(ies). (See Section VI)

Authorized Administrative Office Representative Signature _____