



# Surrender Application

- American General Life Insurance Company
- The United States Life Insurance Company in the City of New York

A member of American International Group, Inc. (AIG)

In this form, the "Company" refers to the insurance company whose name is checked above. The Company shown above is solely responsible for the obligation and payment of benefits under any policy that it may issue. No other Company is responsible for such obligations or payments.

Mailing Instructions: Send form(s) to:

- Standard Address • PO Box 305355 • Nashville, TN 37230-5355 • Fax: 1-844-930-0370
- Variable Life Service Center • PO Box 305600 • Nashville, TN 37230-5600 • Fax: 713-620-6653

## SECTION A - EXISTING POLICY INFORMATION

Please fill out all applicable information below.

Policy Number: \_\_\_\_\_  
\*Required

Insured/Annuitant Name(s): \_\_\_\_\_ SSN/ITIN or EIN: \_\_\_\_\_  
\*Required \*Required

Owner Name: \_\_\_\_\_ SSN/ITIN or EIN: \_\_\_\_\_  
\*Required \*Required

Address: \_\_\_\_\_ Primary Phone: \_\_\_\_\_  
\_\_\_\_\_  
Alternate Phone: \_\_\_\_\_  
 Check here if this is a permanent address change Email Address: \_\_\_\_\_

Co-Owner Name(s): \_\_\_\_\_ SSN/ITIN or EIN: \_\_\_\_\_  
If applicable If applicable

Address: \_\_\_\_\_ Primary Phone: \_\_\_\_\_  
\_\_\_\_\_  
Alternate Phone: \_\_\_\_\_  
 Check here if this is a permanent address change Email Address: \_\_\_\_\_

Assignee, Irrevocable Beneficiary,  
Other Name (if applicable): \_\_\_\_\_ SSN/ITIN or EIN: \_\_\_\_\_  
If applicable If applicable

## SECTION B - CASH SURRENDER

I hereby apply for the Cash Surrender value of the above described Policy. In consideration of the payment to be made to me of the Cash Surrender value, I surrender the Policy to the Company for cancellation of all insurance hereunder and immediately release and forever discharge the Company from all claims under said Policy.

## SECTION C - CANCELLATION OF RIDERS WITH VALUES

- Single Premium Whole Life
- Supplemental Annuity Benefit Rider
- Cash Value Deposit Fund
- Guaranteed Deposit Account
- Return of Premium
- Other \_\_\_\_\_

## SECTION D - INCOME TAX WITHHOLDING

The distribution(s) you receive from the Insurer may be subject to federal income tax withholding unless you are eligible to and elect not to have withholding apply. (However, we must have your correct US Taxpayer Identification Number (TIN) in order for you to elect out of withholding.) Withholding will only apply to the taxable portion of your distribution. Your withholding election will remain in effect until you revoke it. **The Insurer will withhold 10% of the taxable amount for non-periodic payments or for periodic payments, the Insurer will withhold based on wage withholding, unless you elect otherwise below.**

States with a state income tax either require mandatory withholding or allow voluntary withholding. If your state requires mandatory withholding, we will withhold the amount required without regard to your election below. Each state determines their specific state withholding requirements and we will follow your state of domicile withholding obligations. If you are a resident of CA or VT and your distribution is subject to mandatory federal withholding or you have elected state withholding, the state withholding will be a percentage of the federal withholding. We will withhold State income tax at a 5% default rate when state withholding is requested, no specific state default rate is defined, and no withholding amount is designated. Your state of residence may require that your state income tax withholding election be provided to us on a specific state form. **Should your state of domicile require a specific state withholding form, your state income tax withholding election will not be taken into account (and we will withhold based on the state mandatory withholding rate or our default state income tax withholding rate) until the required form is received by our office.** If you are eligible to elect out of and elect not to have federal or state income tax withheld, please be advised that you may be liable to pay the federal or state income tax on your distribution as deemed appropriate by the Internal Revenue Service or state taxing authority, regardless of your election. You may also be subject to tax penalties under the estimated tax payment rules if your payment of estimated tax and withholding, if any, are not adequate.

If a distribution is taken prior to age 59½, you may be subject to an IRS premature distribution penalty of 10% of the taxable portion of your distribution.

### Withholding Election

**10% federal income tax will be withheld from your distribution, unless you select the appropriate box(es):**

#### Federal Withholding Election

- Do not withhold any federal income taxes unless mandated by law.
- Do withhold federal income taxes in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_%  
(cannot be less than any mandatory withholding)

#### State Withholding Election

- Do not withhold any state income taxes unless mandated by law.
- Do withhold state income taxes in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_%  
(cannot be less than any mandatory withholding)

**Notice to non-resident aliens:** A payment to an individual with an expired Individual Taxpayer Identification Number (ITIN) or an address outside the United States may be subject to federal income tax withholding at a rate of 30% of the taxable portion of the distribution, unless the payee submits a completed IRS Form W-8BEN (or if applicable, a Form W-8BEN-E) and the payment is eligible for reduced withholding. If the payee is an entity, it will be considered a foreign entity and subject to a mandatory 30% withholding of the gross payment until a completed Form W-9 showing that it is a US entity or a Form W-8 (of some variety) is provided.

The Company will provide you and the Internal Revenue Service with an informational tax form after the close of the calendar year.

#### Additional Information For Qualified Products:

The Internal Revenue Code Sec. 401(a)(9) provides for certain mandatory distributions from qualified annuity contracts. These are known as Required Minimum Distributions or RMDs. A nondeductible penalty tax equal to 50% may be imposed on the difference between what is actually distributed and what should have been distributed pursuant to the Internal Revenue Code. Distributions from traditional IRAs, including SEP IRAs, must begin by April 1<sup>st</sup> of the year following the year you attain 70½. If you defer your first distribution to April 1<sup>st</sup>, you will be required to take another distribution by December 31<sup>st</sup> of the same year. The Company is not responsible for the satisfaction of RMDs. We recommend that you consult with your tax advisor as to your obligations with regard to the distributions from the contract. Note: Roth IRAs are not subject to RMD during the lifetime of the Roth IRA owner.

The Insurer may be required to withhold 20% in federal income tax from the taxable portion of the distribution from qualified retirement plans or 403(b) plans. **If mandatory 20% withholding on eligible rollover distributions does not apply, the Insurer will withhold 10% of the taxable amount for non-periodic payments or for periodic payments, the Insurer will withhold based on wage withholding, unless you elect otherwise.** Spousal beneficiaries receiving eligible rollover distributions from 403(b)s may also be subject to 20% mandatory withholding. Contract owners and spousal beneficiaries receiving distributions from IRAs and nonqualified annuities are not subject to 20% mandatory withholding.

If this is a rollover/transfer, please check the box below:

- This is a rollover/transfer. (NOTE: For a rollover to be complete we must have rollover paperwork from the receiving company along with their signed Letter of Acceptance and we will not withhold taxes. If not included at this time, your withdrawal or surrender will be considered to be a taxable/reportable event.)**

**SECTION E - SIGNATURE AND DATE**

The Policy Owner(s) warrants that the above-referenced policy withdrawal or loan is not subject to any prior agreements, contractual obligations, legal proceedings or court/administrative orders, including but not limited to divorce or bankruptcy proceedings ("Obligations"), which restrict, limit or otherwise prohibit such withdrawals and loans as contemplated. The Policy Owner(s) acknowledges and agrees that in the event any obligations become known subsequent to the above-referenced withdrawal or loan being made, which if then-known to the Company, would have caused the Company not to disburse the withdrawal or loan on the policy (or not to disburse the withdrawal or loan without the consent of a party other than the Policy Owner(s)), the withdrawal or loan, plus interest, will become immediately due and payable to the Company by the Policy Owner(s), and the Policy Owner(s) shall indemnify and the Company harmless from any and all losses associated with the withdrawal or loan, including costs of recovery and reasonable attorney fees.

You and the Internal Revenue Service will be provided with an informational tax form after the close of the calendar year. A withdrawal of any type, before age 59½, may subject you to an IRS penalty tax.

**TAX CERTIFICATION (Substitute Form W-9) – Applicable to U.S. persons (including U.S. citizens and resident aliens). If you are not a U.S. person, you are required to submit the applicable IRS Form W-8 series (BEN, BEN-E, ECI, EXP or IMY).**

**Under penalties of perjury, I certify to the following:**

1. That the taxpayer identification number listed on this form is my correct SSN/TIN and I am a U.S. Citizen or other U.S. person (including resident aliens);
2. I further certify that I am exempt from and have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding. The Company is required to withhold income tax on any payments, which include interest and dividends when the owner is subject to backup withholding.; and
3. I am exempt from Foreign Account Tax Compliance Act ("FATCA") reporting.

**Certification Instructions:** You must cross out any statement in 1-3 that does not apply to you. For any instructions on how to complete this certification, please see the General Instructions for the IRS Form W-9 on [www.irs.gov](http://www.irs.gov). If you can complete a Form W-9 (Request for Taxpayer Identification Number) and you are a U.S. Citizen or U.S. resident alien, FATCA reporting may not apply to you. **Please consult your own tax advisor with any questions you may have regarding this certification.**

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

**Current/Existing Owner's Signature** (required)

X

**Date** \_\_\_\_\_

**Current/Existing Owner's Signature** (required)

X

**Date** \_\_\_\_\_

**Assignee, Irrevocable Beneficiary, Other Signature** (if required)

X

**Date** \_\_\_\_\_

**If you were a minor when this policy was issued, please submit a copy of your Driver's License with the application.**

**Complete this section if this Policy is owned by a trust or business.**

- Trust Owned: (Complete the Certification of Trust)
- Business Owned: (Complete the Business Certification)

**Owner Signature**

Print full name of Company: \_\_\_\_\_

Print full name and title of authorized signer: \_\_\_\_\_

**Authorized Signature** (required)

X

**Date** \_\_\_\_\_

## INSTRUCTIONS AND CONDITIONS

This page is for informational purposes only and does not need to be returned with the form.

In this form, the "Company" refers to the insurance company whose name is checked above. The Company shown above is solely responsible for the obligation and payment of benefits under any policy that it may issue. No other Company is responsible for such obligations or payments.

### SECTION A - POLICY INFORMATION

Complete all policy information in this section. You may use this form for multiple policies that have the same policyowner and require the same signatures.

### SECTION B - CASH SURRENDER

Complete this section for a full surrender of the policy.

### SECTION C - CANCELLATION OF RIDERS WITH VALUES

Elect one of the disbursement options available or indicate rider to cancel on the space provided.

### SECTION D - INCOME TAX WITHHOLDING

Select desired Income Tax Withholding.

Internal Revenue Service regulations require that 10% withholding will occur unless you elect not to have withholding apply. A mandatory 20% withholding applies to a distribution from a qualified pension, profit sharing plan, or tax sheltered annuity, unless you make a direct rollover or transfer of the amount withdrawn. If the distribution is not eligible for rollover, the withholding is 10% on the gain and you may elect out of withholding. A mandatory 30% withholding from any gross distribution will apply to any FATCA withholdable amount unless you provide the appropriate US Tax certification. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

### SECTION E - SIGNATURE AND DATE

Please elect ownership type and fill out all applicable information. All required signatures must be written in ink, using full legal names. The request must be signed by: the person or persons who have the rights of ownership under the terms of the Policy, by an assignee, or by any other party who may have an interest in the Policy by legal proceedings or statutes.

- If the owner is a trust, complete the Certification of Trust.
- If the owner is a business, complete the Business Certification.

### ADDITIONAL REQUIREMENTS

**Guardianship/Conservatorship** - Signature of the current guardian is required along with the current Guardianship Papers or Letter of Conservatorship. The signature must be dated within one year of the request.

**Power of Attorney** - Request must be signed by the attorney-in-fact. A copy of the applicable Power of Attorney document is required. A completed, signed, dated, and notarized Power of Attorney Affidavit and Indemnity Agreement is required when the disbursement will be \$100,000 or over and/or the face amount of the policy is \$1,000,000 or over.