

# Baltimore Life's Secure Solutions<sup>®</sup> SPWL

## Point-of-Sale Underwriting Decision Process

Baltimore Life's SPWL 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 8003-0411 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 new SPWL application (Form 8003-0411 and its state specific variations) is structured into Part A and Part B.

- All "no" answers to Part A and Part B, coupled with a good height/weight, a clean MIB, and an acceptable prescription drug history should result in a Tier 1 issue.
- All "no" answers to Part A, a "yes" answer in Part B, coupled with a good height/weight, a clean MIB, and an acceptable prescription drug history should result in a Tier 2 issue.
- Any "yes" answer in Part A, however, means coverage cannot be issued in either of the available tiers.

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–Thursday, and 9:00 a.m. to 6:00 p.m. Friday, EASTERN TIME.
- 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  
COMPANIES

# The Baltimore Life Insurance Company

10075 Red Run Boulevard • Owings Mills, MD 21117-4871 • 800.628.5433 • www.baltlife.com

## Application for Single Premium Life Insurance

### 1. Proposed Insured and Beneficiary 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	
Primary Beneficiary		Social Security Number			Relationship	
Contingent Beneficiary		Social Security Number			Relationship	

### 2. 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

### 3. Insurance Product and Riders Applied For

Product \_\_\_\_\_ Face Amount \$ \_\_\_\_\_ Premium Amount \$ \_\_\_\_\_  
 Accelerated Death Benefit Rider *Included (if available) unless you check "No" here*  No Other Rider \_\_\_\_\_

### 4. Medical Questions

#### Part A

- 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
- Have you ever:
  - 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 diagnosed with diabetes prior to age 25? .....  Yes  No
  - 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
  - Been medically diagnosed, treated, or taken medication for chronic kidney disease (including dialysis), 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 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
- 4. Within the past 24 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), cirrhosis, liver disease, attempted suicide, alcohol abuse or drug abuse? .....  Yes  No
  - b. Chronic obstructive pulmonary or lung disease (COPD), emphysema, chronic bronchitis, or required oxygen to assist in breathing? .....  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, but excluding angioplasty or stent placement) or any procedure to improve circulation to the 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

**Part B**

- 1. Within the past 48 months have you been medically diagnosed, hospitalized for, treated for or taken medication for lymphoma, melanoma, leukemia, any internal cancer, Hodgkin's disease, Parkinson's disease, stroke, transient ischemic attack (TIA), cirrhosis, or liver disease? .....  Yes  No
- 2. Within the past 36 months have you been medically diagnosed, hospitalized for, treated for or taken medications for:
  - a. Angioplasty, cardiac or vascular stent placement, angina, heart attack, heart or vascular surgery or any procedure to improve circulation to heart or brain? .....  Yes  No
  - b. Chronic obstructive pulmonary or lung disease (COPD), emphysema, chronic bronchitis, or required oxygen to assist in breathing? .....  Yes  No
  - c. Diabetic complications (including neuropathy, retinopathy, uncontrolled blood sugar)? .....  Yes  No
- 3. Within the past 24 months have you been confined three or more times to a hospital, nursing facility, convalescent care facility or mental facility? .....  Yes  No

**Part C**

- 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 4 in the area below. (Use Additional Comments section if more space is needed.)**

Question #	Explanation	Dates/Duration	Name of Medical Professional

**5. Replacement Information**

1. Does the proposed insured have any existing life insurance or annuities? .....  Yes  No  
 If "Yes", policy status is: \_\_\_\_\_
2. Has the proposed 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 insured? .....  Yes  No

Existing or Pending Insurance:

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? \_\_\_\_\_

**6. Additional Ownership Questions**

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

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

**7. Additional Comments**

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**8. 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 the Accelerated Death Benefit Rider may be taxable. Before claiming benefits under this Rider, 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.**

**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.

**If you are replacing an existing policy and you are not satisfied with the new policy for any reason, you have the right to return your policy to us within 30 days after you receive it and receive a refund of all premiums paid.**

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

(X) \_\_\_\_\_  
Signature of Proposed Insured

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

(X) \_\_\_\_\_  
Signature of Licensed Agent (Witness to all signatures)

\_\_\_\_\_  
(Give official capacity if signed on behalf of a corporation, trust etc.)



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**10. 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 \_\_\_\_\_ Dated \_\_\_\_\_ for an application on \_\_\_\_\_.

\_\_\_\_\_  
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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**11. 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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**12. 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, or 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:

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
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?

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Applicant's Signature

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Applicant's Printed Name

\_\_\_\_\_  
Date

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

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

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How will the premiums on your existing policy be affected?

Will a loan be deducted from death benefits?

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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?



## THE BALTIMORE LIFE INSURANCE COMPANY

10075 Red Run Boulevard  
Owings Mills, Maryland 21117-4871  
800.628.5433 • www.baltlife.com

### Modified Endowment Contract Information

I understand that as defined in the Internal Revenue Code Section 7702A, the life insurance policy for which I have applied, or which has been issued, is a Modified Endowment Contract.

The Federal Government created a class of life insurance policies known as Modified Endowment Contracts under the Technical and Miscellaneous Revenue Act of 1988 (TAMRA). These are life insurance policies under which the gross premiums paid at any time during the first seven years - or during the seven years after a material change - exceed the sum of the annual net level premiums under the seven-pay test defined in the law.

Death benefits on life insurance policies are not subject to income tax, but in some cases may be subject to estate taxes.

When a policy becomes a Modified Endowment Contract, there is a change in the tax treatment of any distribution made during the life of the policy. The kinds of distributions that may be subject to income tax include dividends paid in cash or withdrawn, any loan, interest on the loan, partial withdrawals, policy surrender, or any assignment or pledge.

When a taxable distribution is made, only the amount of the distribution that represents any gain in the contract is included in your taxable income.

Taxable distributions are subject to a two-part tax—*income tax* on the amount of the gain and an *additional 10%* penalty unless the taxpayer is disabled, over the age of 59½ or the benefit is paid as a life annuity.

Before making any decision concerning the tax status of your policy, you should consult your tax advisor.

\_\_\_\_\_  
Name of Applicant and/or Policyholder (Print)

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Signature of Applicant and/or Policyholder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Agent (Print)

\_\_\_\_\_  
Agent Number

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

\_\_\_\_\_  
Date

*A copy of this form must be provided to the applicant and a copy must be submitted to the home office with the application.*



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\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Signature of Applicant and/or Policyholder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Agent (Print)

\_\_\_\_\_  
Agent Number

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

\_\_\_\_\_  
Date

*A copy of this form must be provided to the applicant and a copy must be submitted to the home office with the application.*

**The Baltimore Life Insurance Company**  
**10075 Red Run Boulevard**  
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**Accelerated Death Benefit Rider Disclosure Statement**

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.

**Your benefit.**

We will allow you, the owner, to accelerate a minimum of \$5,000 up to all of the eligible death benefit, not to exceed \$250,000, if the Insured suffers from a Terminal Illness, is Chronically Ill and confined to a licensed Qualified Nursing Facility continuously for at least 90 days and the Insured's stay is certified to be permanent, or requires Extended Care.

**Terminal Illness** means a medical condition of the Insured resulting from bodily injury, or disease, or both: (a) which has been diagnosed by a physician, such diagnosis being supported by clinical, radiological, laboratory, or other evidence of the medical condition satisfactory to us; and (b) which a physician has certified in writing is expected to result in the death of the Insured within twenty four (24) months.

**Chronically Ill** means the Insured is unable to perform, without substantial assistance from another person, at least two out of six Activities of Daily Living; or suffers from a severe organic mental illness.

**Activities of Daily Living** are: (1) eating; (2) toileting; (3) transferring (i.e., moving into or out of a bed, chair, or wheelchair); (4) bathing; (5) dressing; and (6) continence.

**Extended Care** means care of the Insured that is required because the Insured is Chronically Ill and has remained Chronically Ill continuously for at least 90 days, as certified in writing by a physician. Extended Care includes care provided by a licensed home health care agency or by a licensed or state-certified adult day care center.

**The benefit payable to you.**

Upon satisfaction of the requirements under the rider, we will pay to you an amount equal to the percentage of the eligible death benefit you elect to accelerate, multiplied by the Specified Percentage, reduced by an administrative charge of \$250.00. The amount of the payment to you will be reduced by the amount of the reduction in any outstanding loan resulting from the acceleration. There are no other costs or liens to the policy associated with the Accelerated Death Benefit Rider.

The Specified Percentages are: 95% for the Terminal Illness benefit, 90% for the Qualified Nursing Facility benefit, and 80% for the Extended Care benefit.

Effects to the policy upon acceleration are as follows:

- the policy's face amount will be reduced by the accelerated percentage of the eligible death benefit; and
- the cash value and any loan balance will also be reduced by the accelerated percentage of the eligible death benefit.

As an example showing the effects on your policy, if you elected to accelerate 70% of the policy's death benefit, assume the following hypothetical amounts and that the Insured is permanently confined to a Qualified Nursing Facility:

Face Amount:	\$120,000
Loan Balance:	\$10,000

Cash Value: \$58,000

The portion of the death benefit to be accelerated, 70% of \$120,000 or \$84,000, meets the minimum (\$5,000) and maximum (\$250,000) requirements. Since the acceleration is based on a Qualified Nursing Facility event, the Specified Percentage (90%) is applied and the result is: \$75,600 (\$84,000 X .90). The \$75,600 amount is reduced by the accelerated proportional amount of the loan and by the administrative fee of \$250 (\$75,600 minus 70% of the \$10,000 loan, then reduced by \$250.) The resulting \$68,350 benefit amount is payable to you.

Your policy's face amount, loan balance, and cash value would also be reduced by your elected acceleration percentage of 70% as shown below:

	Before <u>Acceleration</u>	After <u>Acceleration</u>
Face Amount:	\$120,000	\$36,000
Loan Balance:	\$10,000	\$3,000
Cash Value:	\$58,000	\$17,400

**Conditions for the benefit.**

- The policy and rider must be in force and the Insured is living at the time you make a written request for benefits.
- Written proof satisfactory to us that the Insured suffers from a Terminal Illness, or is Chronically Ill and has been certified as such in writing by a physician, and has been confined to a Qualified Nursing Facility continuously for at least 90 days with written certification by a physician that such confinement is expected to be permanent, 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.
- The death benefit amount accelerated must be no less than \$5,000 and no more than \$250,000.
- Only one benefit election is allowed under this rider. Once a benefit is paid, this rider ends.

**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

\_\_\_\_\_  
Agent Number

\_\_\_\_\_  
Application or Policy Number

**The Baltimore Life Insurance Company**  
**10075 Red Run Boulevard**  
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I acknowledge that I have read and understand this disclosure statement.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Number

\_\_\_\_\_  
Application or Policy Number

# 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>	

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**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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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: \_\_\_\_\_

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

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

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The Baltimore Life  
COMPANIES

Dear Applicant:

The Religious Freedom Protection and Civil Union Act (“Act”) became effective June 1, 2011 in the state of Illinois. As a result of this, individuals who are parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded to or recognized by the laws of Illinois to spouses. The Baltimore Life Insurance Company is in compliance with this Act.

Please read the attached information published by the Illinois Department of Insurance entitled “Civil Unions and Insurance Benefits” which describes the impact the Act has on various types of insurance coverage.

Please contact our Customer Service Department at 800-628-5433 if you have any questions.

The Baltimore Life Companies

**The Baltimore Life Insurance Company**

10075 Red Run Boulevard • Owings Mills, Maryland 21117-4871

Tel: (410) 581-6600 / (800) 628-5433 • [www.baltlife.com](http://www.baltlife.com)



# Illinois Department of Insurance

## Illinois Insurance Facts

# Civil Unions and Insurance

## Benefits

May 2011

**Note:** This information was developed to provide consumers with general information and guidance about insurance coverage and laws. It is not intended to provide a formal, definitive description or interpretation of Department policy. For specific Department policy on any issue, regulated entities (insurance industry) and interested parties should contact the Department.

Signed by Governor Quinn on January 31, 2011, the Religious Freedom Protection and Civil Union Act (Public Act 96-1513, the "Civil Union Law") will allow both same-sex and different-sex couples to enter into a civil union with all of the obligations, protections, and legal rights that Illinois provides to married heterosexual couples.

The Civil Union Law becomes effective on June 1, 2011. Below is a list of frequently asked questions about the Civil Union Law's impact on insurance laws and benefits in Illinois. Please call the Department of Insurance at (866) 445-5364 if you have a question we have not answered.

### GENERAL QUESTIONS

#### **A1) What is a civil union? How is a civil union different from marriage?**

A civil union is a legal relationship granted to unmarried adult partners by the State of Illinois. The Civil Union Law ensures that civil unions and marriage are treated identically under Illinois law.

For purposes of Illinois law, and as used in this fact sheet, the term "spouse" (and other terms that denote the spousal relationship) now includes a party to a civil union. Federal law may impact how eligibility and benefits for certain insurance products are treated.

#### **A2) What impact does the Civil Union Law have on insurance policies? How will the Law be interpreted?**

For purposes of insurance laws, policies, eligibility, and benefits governed by Illinois law, a spouse in a civil union and a spouse in a marriage are to be treated identically.

The Civil Union Law will be "liberally construed and applied to promote its underlying purposes." If ambiguity exists about whether or how the Civil Union Law applies to an insurance law, regulation or policy, that ambiguity shall be resolved in favor of the individuals in the civil union.

#### **A3) When does the Civil Union Law become effective?**

The Civil Union Law becomes effective on June 1, 2011. All insurance policies issued on or after June 1, 2011, must immediately conform to the Civil Union Law. All in-force insurance policies subject to the Law (generally, all insurance policies issued in Illinois) are amended by operation of law to conform with the Civil Union Law on that date.

This means that all policies will, without any action on the part of the insurer, insured or certificate holder, be interpreted and enforced so as to provide the same benefits to spouses in a civil union and those in a marriage beginning June 1, 2011. For rating and underwriting purposes, the Civil Union Law shall be applied on issuance or renewal.

The Department has provided separate [guidance](#) to all insurers licensed to operate in Illinois to ensure that existing policy forms, applications, and other materials given to policyholders or applicants are amended in a reasonable but timely manner, and to ensure that policyholders and applicants are informed about the rights provided by the Civil Union Law.

#### **A4) Does the Civil Union Law apply to domestic partners who are not joined in a civil union?**

No. The Civil Union Law does not change the legal status, rights, or protections currently afforded to domestic partners. In order to receive the same legal status as married couples under State law, domestic partners must enter into a civil union as provided by the Civil Union Law.

#### **A5) What proof of a civil union may an insurer require?**

Insurers cannot impose more stringent requirements on policyholders, applicants or claimants to prove a civil union than are required to prove a marriage. An insurer cannot, for example, require certification or evidence that the couple joined by a civil union has a joint account, owns real estate jointly, or shares a residence, unless the insurer also requires the same certification or evidence of couples joined in marriage to prove the marriage.

### **HEALTH INSURANCE**

#### **B1) Do health insurance policies have to provide coverage for civil union spouses?**

Health insurance policies and HMO contracts issued in Illinois must offer coverage to civil union couples and their families that is identical to the coverage offered to married couples and their families.

In other words, a policy that allows coverage for the married spouse of a policyholder must also allow coverage for the civil union spouse of a policyholder. Likewise, if the policy allows coverage for the dependent child(ren) of a married policyholder, it must also allow coverage for the dependent child(ren) of a policyholder in a civil union. Rates for two-person (spousal) coverage or family coverage must not differ based on whether the family consists of married or civil union spouses.

#### **B2) When can I add my civil union spouse to my employer's health insurance plan?**

If your employer's plan allows coverage for the spouses of employees, and the plan is subject to the Illinois Health Insurance Portability and Accountability Act (*i.e.*, it is provided through a group health insurance policy issued in Illinois), you will be allowed to add coverage for your civil union spouse:

- During your plan's annual open enrollment period; OR



- During a 30-day “special enrollment period” after the civil union becomes effective, or after your civil union spouse loses other coverage.

If you have entered into a civil union in another state before June 1, 2011, your employer plan must offer this 30-day special enrollment period beginning on June 1, 2011.

Coverage generally becomes effective on the first day of the first month following the completed request for enrollment.

You should consult with your insurance agent, insurer, or employer for more information about your plan’s open enrollment and special enrollment periods.

### **B3) If I cover my civil union spouse through my employer’s health insurance, is it taxable?**

At the federal level, yes. Federal law does not recognize civil unions, and federal tax law provides that an employee providing coverage for a civil union spouse has “imputed income” equal to the excess of the fair market value of the coverage provided to the civil union spouse over the amount paid by the employee for such coverage. The imputed income is subject to federal income and payroll taxes.

Due to federal law, your civil union spouse also may not qualify for federal tax exemptions on insurance premiums that married couples receive.

For more information regarding federal tax questions, please consult a tax advisor.

### **B4) Are civil union spouses entitled to the same health insurance continuation rights as married spouses in the event of a job loss, retirement, death, or divorce?**

Yes and no. Illinois law allows individuals covered by a spouse’s employer-based health insurance policy to remain covered even after a job loss or a reduction in hours that results in termination of the coverage, or in the event of the employee’s retirement, death, or divorce from the spouse.

The continuation rights afforded by Illinois law apply equally to married spouses and civil union spouses.

Similar continuation rights are provided to spouses under a federal law known as the Consolidated Omnibus Budget Reconciliation Act, or “COBRA.” There are some differences between the Illinois continuation laws and the federal COBRA law in terms of premium costs, length of continuation coverage, and qualifying events.

Federal law does not recognize the Illinois Civil Union Law, and civil union spouses may not qualify for all of the same continuation rights as married spouses under COBRA.

See the Department’s [fact sheets](#) for more information about health insurance continuation rights provided under State and federal law.

## **B5) Are civil unions recognized for purposes of Medicare eligibility?**

No. In general, due to federal law, an individual is eligible for Medicare Part A (hospital insurance) if he/she is 65 years old, a US citizen or permanent resident, and either he/she or his/her spouse has worked in Medicare-covered employment for at least 10 years.

As a function of federal law, Medicare does not recognize a civil union partner as a spouse. Therefore, if you do not have at least 10 years of Medicare-covered employment, you may not use the employment history of your civil union spouse to establish your eligibility for Medicare Part A.

## **B6) Can civil union spouses participate in Medical Savings Accounts (MSAs)?**

An MSA is health plan option offered by some employers which combines a high-deductible health insurance policy with a tax-sheltered savings account. MSAs are established pursuant to federal law. An MSA allows “eligible individuals” to contribute pre-tax dollars to the savings account, which can be used to pay the insurance premium, deductible, and other qualifying medical costs.

Federal law does not recognize civil unions and, therefore, a civil union spouse would not qualify as an “eligible individual” under an MSA plan.

## **B7) Do the benefits provided to spouses under a Long Term Care policy apply to civil union spouses?**

Yes. Long Term Care contracts often provide for a spouse survivorship benefit, spouse waiver of premium, spouse security benefit, and a spouse shared care benefit. Under the Civil Union Law, insurance policies issued in Illinois must provide identical benefits to spouses in a marriage and those in a civil union.

## **LIFE INSURANCE, ANNUITY, AND ASSET-BACKED INSURANCE PRODUCTS**

### **C1) Can I purchase life insurance covering my civil union spouse?**

Yes. In order to purchase insurance on someone else’s life (and designate yourself as the beneficiary), you must have an “insurable interest” in the life of the insured person at the time of application. In other words, you would suffer a financial or other tangible loss in the event of the insured person’s death. Insurance companies generally presume that close relatives, such as a spouse, child, parent, sibling, or grandchild, have an insurable interest in the life of the insured person. The Civil Union Law ensures that civil union spouses are treated the same as married spouses for purposes of life insurance coverages and benefits.

### **C2) Can I purchase a joint life insurance policy covering myself and my civil union spouse?**

Yes. You can also purchase a rider to your existing policy to cover your civil union spouse. The Civil Union Law ensures that spouses in a civil union and marriage are treated equally for purposes of life insurance coverages and benefits.

### **C3) Can a civil union spouse be entitled to proceeds from a life insurance policy with no named beneficiary?**

Yes. If a life insurance policy does not have a named beneficiary, the proceeds from the policy accrue to the insured person's estate. As a result of the Civil Union Law, civil union spouses are entitled to the same estate and inheritance rights under Illinois law as married spouses.

### **C4) Qualified annuity contracts provide certain tax advantages—for example, the right to a Qualified Preretirement Survivor Annuity (QPSA)—to surviving spouses upon the death of the insured. Do these tax advantages apply to civil union spouses?**

No. While civil union spouses are afforded the same rights as married spouses under State law, QPSAs and similar tax-related advantages are derived from federal tax law. Illinois' Civil Union Law does not (and cannot) alter federal law.

The federal Defense of Marriage Act excludes civil unions and civil union partners from the meaning of the word "marriage" or "spouse" in all federal laws. Therefore, a civil union spouse does not qualify for the same tax advantages provided to a married spouse under federal law, including the tax benefits afforded to the surviving spouse of an owner of an annuity.

For more information regarding federal tax laws, please consult a tax advisor.

### **C5) Non-qualified annuity contracts allow a surviving spouse to become the contract owner upon the death of the insured. Does this right apply to civil union spouses?**

No. This "spousal continuation" right is governed not by Illinois law, but by federal law. Because civil unions are not recognized by federal law, a civil union spouse is not considered a qualified beneficiary entitled to continuation rights under federal law.

## **PROPERTY & CASUALTY AND WORKERS COMPENSATION INSURANCE**

### **D1) Does an insurer have to offer civil union couples the same joint policies and discounts it offers to married couples?**

Insurers must offer the same policies and contracts to both civil union couples and married couples. If the insurer sets premium rates or provides premium discounts based on marital status, the insurer must treat married couples and civil union couples identically.

### **D2) How do I add my civil union spouse to my auto or homeowners' policy?**

Your civil union spouse will be automatically covered under your policy. All auto and homeowners' insurance policies provide coverage for the "spouse" and dependent children of the named insured. The Civil Union Law ensures that the term "spouse" is defined to include parties to a civil union. Therefore, your auto and/or homeowners' policies will provide coverage to your civil union spouse as soon as the civil union takes effect.

If you entered into a civil union in another state prior to June 1, 2011, your civil union spouse will be covered effective June 1, 2011.

**D3) Could a civil union spouse be covered under an auto or homeowners' policy after the named insured dies?**

Yes. Auto and homeowners' policies allow the surviving spouse of the named insured to continue to pay premiums and keep the coverage in force. The Civil Union Law ensures that married and civil union spouses have the same coverage rights and benefits.

**D4) Can the teenage child of civil union parents be added to the parents' auto insurance policy?**

Yes. For teen drivers, the easiest (and usually least expensive) way to get insurance coverage is to be added to a parent(s)' policy. The Civil Union Law ensures that children of civil union spouses have the same coverage rights and benefits as children of married spouses. You can either add your child to your vehicle, or if she has her own vehicle (and your name is on the title), you can add her vehicle to your policy.

**D5) Do civil union spouses qualify for survivor benefits under workers' compensation insurance?**

Yes. Civil union spouses are entitled to the same benefits as married spouses under workers' compensation insurance.

**PENSIONS**

**E1) Are civil union spouses entitled to survivor benefits under pension funds for firefighters and police officers?**

Yes. The Civil Union Law ensures that civil union spouses are entitled to all of the same benefits as married spouses, including pension-related survivor benefits. However, civil union spouses are also subject to the same obligations and restrictions on such benefits that married spouses are. The surviving spouse of a police officer, for example, is entitled to survivor benefits only if the couple was married or joined in a civil union prior to retirement. Likewise, the surviving spouse of a firefighter is eligible for benefits only if the marriage or civil union took place at least one year before the firefighter's death.

For purposes of this one-year requirement, a civil union entered into in another state prior to June 1, 2011, shall be counted from the effective date of the civil union.

Importantly, the Civil Union Law does not increase the amount or frequency of benefits payable by a public pension fund. Rather, the law clarifies to whom those benefits are payable.

**For More Information**

Call the Department of Insurance toll-free at (866) 445-5364 or visit us on our website at <http://insurance.illinois.gov>

## 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*

## Authorization for Release of Health-Related Information

This authorization complies with the HIPAA Privacy Rule

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

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

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- 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.

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\_\_\_\_\_  
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

EXCHANGE AGREEMENT

Complete a separate form for each existing insurer. This form must be dated the same date as the application for the new insurance to qualify as a tax-free exchange. If an assignment is now in effect on any existing policy listed below, the person to whom it is assigned must also sign this form. ALL POLICIES LISTED BELOW MUST BE ATTACHED.

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

Insured's Social Security No. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

I CERTIFY THAT THE TIN ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.

Name of Owner \_\_\_\_\_
If different from Insured

Owner's Social Security No. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

I CERTIFY THAT THE TIN ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.

Existing Insurer \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Life Insurance 100% Annuity \_\_\_\_% of Cash Value

Policy No.\* \_\_\_\_\_

Policy No.\* \_\_\_\_\_

Policy No.\* \_\_\_\_\_

FOR HOME OFFICE USE ONLY
New Policy No. \_\_\_\_\_
LIFE ANN. NQ SPAIR
New issue pending approval Existing contract
Primary Insured \_\_\_\_\_
Above section must be complete before submitting to existing company.

\*Existing policy must be on the same Primary Insured and Owner as the new policy to qualify as a tax-free exchange.

Lost Policy My policy was lost stolen destroyed. My policy is not now in the possession of any person or corporation, and if subsequently found, will be returned to the issuing company.

ABSOLUTE ASSIGNMENT OF OWNERSHIP

I hereby transfer and assign to The Baltimore Life Insurance Company ("Company") all or part of my ownership rights in the policy (policies) listed above. I attest that:

- 1. I have not made any other assignment of the policy (policies) which is (are) now in effect.
2. No legal proceedings are pending against me by creditors or others.
3. A petition for bankruptcy has not been filed by or against me.

The Company is entering into this agreement at my request. The Company makes no representations concerning, nor is it liable for, my tax treatment either for this exchange under Section 1035 or any other section of the Internal Revenue Code. The Company is not liable in the event this assignment is invalid. If the surrendering company does not provide a cost basis, the Company will determine the basis based on the best information available. A pro-rated basis should be provided for a partial exchange of an annuity.

The Company will not take any action to surrender all or part of my policy (policies) until it has issued the new insurance as I applied for or which I have accepted.

POLICY EXCHANGE AGREEMENT

The following is agreed to in consideration for the Company issuing the new policy which I have applied for:

- 1. I understand that only transfer of the existing policy proceeds to the new policy on the same primary insured will qualify as a tax-free exchange under Section 1035 of the Internal Revenue Code. I do not want any money paid as a result of the surrender or partial withdrawal of my existing policy (policies) to be included in my gross income under Section 72 (e) of the Internal Revenue Code.
2. I am responsible for paying the first premium on the new policy and continuing my existing policy (policies) in effect until surrendered (approximately two to four months). If this is a partial exchange of annuity, I will continue to pay premiums if due on the existing policy.
3. The Company will use my assignment to request surrender or complete a partial withdrawal of my existing policy (policies) and apply any proceeds to my new policy. If I am a Baltimore Life policyowner, the Company WILL CHARGE the percent of premium fee on the cash value transferred to an interest sensitive product. The Company will withdraw the dividends from the Baltimore Life policy (policies) listed above and apply them to the premium but WILL CHARGE the percent of premium fee on the dividends.
4. The Company will not change the beneficiary of my existing policy (policies).

I agree that this assignment and agreement shall be voidable at the option of the Company if for any reason the Company is unable to obtain the proceeds under the existing policy (policies) at the time the Company requests them thereof (for example, because of bankruptcy, conservatorship, or receivership proceedings relating to the existing insurer). In the event the Company declares this assignment and agreement void, the Company will return the existing policy (policies) to me, and I will be responsible for paying all premiums on the new policy if I want that policy. The IRS does not require your consent to any provision of this document other than this certification to avoid backup withholding.

Policyowner \_\_\_\_\_
(SIGNATURE - DO NOT PRINT)

Date signed \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

City/State/Zip \_\_\_\_\_

This is to serve as a letter of acceptance from The Baltimore Life Companies to receive proceeds from the surrender of your policy to be placed in a new policy with our company.

Agent's Name \_\_\_\_\_

Corporate Officer \_\_\_\_\_

(SIGNATURE - TITLE)







The Baltimore Life  
COMPANIES

**The Baltimore Life Insurance Company**  
10075 Red Run Boulevard • Owings Mills, Maryland 21117-4871  
(800) 628-5433 • www.baltlife.com

**ATTACHMENT TO APPLICATION**

Further details in accordance with application bearing Primary Insured Name or Policy Number below

Attachment to Application Dated \_\_\_\_\_

Primary Insured Name \_\_\_\_\_

Attachment to Application for Policy Change

Primary Insured Name \_\_\_\_\_ Policy Number \_\_\_\_\_

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

(X) \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Proposed Insured (Unless under age 15)

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

(X) \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Licensed Agent (Witness to all signatures)

(X) \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Spouse, Payor, Additional Insured, or Parent /Legal Guardian (If Proposed Insured is under age 15)

Signature of each Child (If over age 18 for Children's Rider)

(X) \_\_\_\_\_ Date \_\_\_\_\_

(X) \_\_\_\_\_ Date \_\_\_\_\_

(X) \_\_\_\_\_ Date \_\_\_\_\_

(X) \_\_\_\_\_ Date \_\_\_\_\_