



## **AGREEMENT FOR THE EXCHANGE OF INSURANCE POLICIES UNDER SECTION 1035 OF THE INTERNAL REVENUE CODE**

I, \_\_\_\_\_, the undersigned, own the following:

[ ] life insurance policy [ ] annuity contract

described as policy(ies) (contract) #: \_\_\_\_\_

issued by: \_\_\_\_\_

on the life of: \_\_\_\_\_

(collectively "Old Policy") which I hereby agree to exchange pursuant to Section 1035 of the Internal Revenue Code for a

[ ] life insurance policy [ ] annuity contract

("New Policy") on the life of the same insured named in the Old Policy if National Slovak Society approves my application number

\_\_\_\_\_, dated \_\_\_\_/\_\_\_\_/20\_\_\_\_, for the New Policy

In consideration of NSS furnishing this form and assisting me with the exchange of insurance policies under Section 1035 of the Internal Revenue Code, I hereby further represent and agree as follows:

1. **Ownership of Old Policy.**

I am the sole owner of the Old Policy. No other person (including fiduciaries whether or not court appointed), firm, corporation, or governmental unit has any legal or equitable claim or interest in or against the Old Policy, except: \_\_\_\_\_ (collateral assignees, irrevocable beneficiaries, etc. must sign below).

2. **Surrender of Old Policy.**

I understand and agree: Upon approval of my application for the New Policy at standard rates, NSS will request the cash surrender value of my Old Policy from the company issuing it.

I know that it may take up to six (6) months for NSS to receive the cash surrender value of my Old Policy. During this time, I assume full responsibility for paying any premium payments which are now due or may become due while the surrender request is pending. NSS shall not make any premium payments or elect the automatic premium loan provision of my Old Policy. I hold NSS harmless from any claim under the Old Policy if it lapses because the premiums have not been paid.

NSS will apply the cash surrender value it receives from the Old Policy, as an Additional Premium for the New Policy issued by NSS. If the cash surrender value of the Old Policy exceeds the amount which can be accepted as an Additional Premium under the New Policy, NSS will pay me the excess amount.

I know that the payment of the cash surrender value ends all legal obligations of the Company issuing my Old Policy. Thus, if the insured under the Old Policy dies after the cash surrender value has been sent to NSS, I know that NO DEATH BENEFITS will be paid under the Old Policy.

When the cash surrender value of my Old Policy has been paid to NSS, if I choose not to accept the New Policy, NSS's only obligation shall be to pay me the full cash surrender value NSS received for my Old Policy. I know that the Company issuing the Old Policy may not permit me to reinstate it after it has been surrendered.

3. **Acknowledgement of Responsibility for Tax Obligations.**

I understand and agree that NSS is furnishing this form and participating in this transaction at my specific request. Accordingly, I am not relying on NSS, its agents or employees for any tax advice whatsoever with respect to this transaction. I understand that any tax obligations result from this transaction are mine.

4. **No Insurance Created by this Agreement.**

I understand that This Agreement creates No Insurance.

5. **Absolute Assignment of Old Policy.**

For the purposes and with the agreements set forth above, I hereby assign, irrevocably transfer, and deliver the Old Policy described above to National Slovak Society, McMurray, PA, together with all right, title and interest therein and thereto. My copy of this form, when signed by the agent as witness, is my receipt for the Old Policy.

Signed at \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/20\_\_\_\_

Witness: \_\_\_\_\_, Owner-Applicant: \_\_\_\_\_

Irrevocable Beneficiary: \_\_\_\_\_, Collateral Assignee: \_\_\_\_\_