

**State of Rhode Island and Providence Plantations**  
**DEPARTMENT OF BUSINESS REGULATION**  
*Division of Insurance*  
**233 Richmond Street**  
**Providence, RI 02903**

**INSURANCE REGULATION 29**  
**REPLACEMENT OF LIFE INSURANCE**

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**Section 1**        **Authority**

This Regulation is adopted and promulgated pursuant to R.I. Gen. Laws § 27-4-23 and in conjunction with R.I. Gen. Laws § 42-35-1(8).

**Section 2**        **Purpose**

The purpose of this Regulation is:

- A. To regulate the activities of insurers and agents and/or brokers with respect to the replacement of existing life insurance;
- B. To protect the interests of life insurance policyholders by establishing minimum standards of conduct to be observed in the replacement or proposed replacement of existing life insurance by:

1. Assuring that the policyowner receives information with which a decision can be made in his or her own best interest;
2. Reducing the opportunity for misrepresentation and incomplete disclosures; and
3. Establishing penalties for failure to comply with the requirements of this Regulation.

### **Section 3**      **Definition of Replacement**

"Replacement" means any transaction in which new life insurance is to be purchased, and it is known or should be known to the proposing agent and/or broker or to the proposing insurer if there is no agent and/or broker that by reason of such transaction, existing life insurance has been or is to be:

- A. Lapsed, forfeited, surrendered, or otherwise terminated;
- B. Converted to reduced paid-up insurance, continued as extended term insurance, or otherwise reduced in value by the use of nonforfeiture benefits or other policy values;
- C. Amended so as to effect either a reduction in benefits or in the term for which coverage would otherwise remain in force or for which benefits would be paid;
- D. Reissued with any reduction in cash value; or
- E. Pledged as collateral or subjected to borrowing, whether in a single loan or under a schedule of borrowing over a period of time for amounts in the aggregate exceeding twenty-five percent (25%) of the loan value set forth in the policy.

### **Section 4**      **Other Definitions**

- A. "Cash Dividend" means the current illustrated dividend which can be applied toward payment of the gross premium.
- B. "Conservation" means any attempt by the existing insurer or its agent and/or broker to continue existing life insurance in force when the existing insurer has received a Comparative Information Form as required by Section 7(C)(4) of this Regulation from a replacing insurer. A conservation effort does not include such routine administrative procedures like late payment reminders, late payment offers or reinstatement offers.

- C. "Direct-Response Sales" means any sale of life insurance where the insurer does not utilize an agent and/or broker in the sale or delivery of the policy.
- D. "Existing Insurer" means the insurance company whose policy is or will be changed or terminated in such a manner as described within the definition of "replacement."
- E. "Existing Life Insurance" means any life insurance in force including life insurance under a binding or conditional receipt or a life insurance policy that is within an unconditional refund period, but excluding life insurance obtained through the exercise of a dividend option.
- F. "Generic Name" means a short title which is descriptive of the premium and benefit patterns of a policy or a rider.
- G. "Replacing Insurer" means the insurance company that issues a new policy which is a replacement of existing life insurance.
- H. "Sales Proposal" means individualized, written sales aids of all kinds, excluding Comparative Information Forms and Policy Summaries, which are used by an insurer, agent or broker in comparing existing life insurance to proposed life insurance in order to recommend the replacement of conservation of existing life insurance. Sales aids of a generally descriptive nature, which are maintained in the insurer's advertising compliance file, shall not be considered a Sales Proposal within the meaning of this definition.

## **Section 5        Exemptions**

Unless otherwise specifically included, this Regulation shall not apply to:

- A.        Annuities;
- B.        Individual credit life insurance;
- C.        Group life insurance; group credit life insurance, and life insurance policies issued in connection with a pension, profit-sharing or other benefit plan qualifying for tax deductibility of premiums, provided, however, that as to any plan described in this subsection, full and complete disclosure of all material facts shall be given to the administrator of any plan to be replaced;
- D.        Variable life insurance under which the death benefits and cash values vary in accordance with unit values of investments held in a separate account;
- E.        An application to the existing insurer that issued the existing life insurance and a contractual change or conversion privilege is being exercised;

- F. Existing life insurance that is non-convertible term life insurance policy which will expire in five years or less and cannot be renewed; or
- G. Proposed life insurance that is to replace life insurance under a binding or conditional receipt issued by the same company.

**Section 6**                    **Duties of Agents and/or Brokers**

- A. Each agent and/or broker shall submit to the replacing insurer with or as part of each application for life insurance.
  - 1. A statement signed by the applicant as to whether or not such insurance will replace existing life insurance; and
  - 2. A signed statement as to whether or not the agent and/or broker knows replacement is or may be involved in the transaction.
- B. Where a replacement is involved, the agent and/or broker shall:
  - 1. Present to the applicant, not later than at the time of taking the application, a "Notice Regarding Replacement of Life Insurance" in the form as described in Exhibits A or B, whichever is applicable, or other substantially similar form approved by the Commissioner. The Notice must be signed by and left with applicant.
  - 2. Present to the applicant, not later than at the time of taking the application, a Comparative Information Form as described in Exhibit D. (Substantially equivalent forms may be used with the prior approval of the Commissioner.) If more than one existing life insurance policy is to be replaced, a separate Comparative Information Form is to be provided for each such policy or separate information is to be provided in the Comparative Information Form for each such policy, and a summary of all the separate policy information to the extent possible must be included. The agent and/or broker must include in the Comparative Information Form all of the information required to be in that Form, except that information concerning the existing life insurance policy that cannot be obtained from that policy itself. The Comparative Information Form must be signed by the agent and/or broker and the applicant and a copy left with the applicant.
  - 3. Leave with the applicant the original or a copy of all Sales Proposals used for presentation to the applicant.
  - 4. Submit to the replacing insurer with the application, a copy of the "Notice Regarding Replacement of Life Insurance" signed by the applicant, a copy of the Comparative Information Form signed by the agent and/or broker,

and the applicant, and a copy of all Sales Proposals used for presentation to the applicant.

- C. Each agent and/or broker who uses a Sales Proposal when conserving existing life insurance shall:
  - 1. Leave with the applicant the original or a copy of all Sales Proposals used in the conservation effort; and
  - 2. Submit to the existing insurer a copy of all Sales Proposals used in the conservation effort.

## **Section 7**            **Duties of Replacing Insurers**

Each replacing insurer shall:

- A. Inform its field representatives of the requirements of this Regulation.
- B. Require with or as part of each completed application for life insurance;
  - 1. A statement signed by the applicant as to whether or not such insurance will replace existing life insurance; and
  - 2. A statement signed by the agent and/or broker as to whether or not he or she knows replacement is or may be involved in the transaction.
- C. Where a replacement is involved:
  - 1. Require from the agent and/or broker with the application for life insurance a copy of the "Notice Regarding Replacement of Life Insurance" signed by the applicant, a copy of the Comparative Information Form signed by the agent and/or broker and the applicant, and a copy of all Sales Proposals used for presentation to the applicant.
  - 2. Verify the substantial accuracy of information concerning the proposed policy furnished to the applicant in the Comparative Information Form. If the information concerning that policy is not substantially accurate, the replacing insurer must obtain a Comparative Information Form signed by the agent and/or broker and the applicant which includes substantially accurate information before it can begin to process the application for the proposed policy.
  - 3. Unless otherwise modified by the provisions of Section 7(C)(5) or (6) of this Regulation, furnish to the applicant a Policy Summary in accordance with the provisions of the Life Insurance Solicitation Regulation.

4. Send to the existing insurer a Section 7(C)(1) verified Comparative Information Form as required by Sections 7(C)(1) and (2) within three (3) working days of the date the application and a substantially accurate Comparative Information Form are received at its Home or Regional Office, or the date its policy is issued, whichever is sooner.
5. Delay, if it is not also the existing insurer, the issue of its policy for twenty (20) days after it sends the existing insurer a copy of the Policy Summary, unless it provides in its "Notice Regarding Replacement of Life Insurance" and in either its policy or in a separate written notice that is delivered with the policy that the applicant has a right to an unconditional refund of all premiums paid, which right may be exercised within a period of twenty days commencing from the date of delivery of the policy, and it sends the Policy Summary required by this Section to the existing insurer within three working days of the date its policy is issued, in which event the replacing insurer may issue its policy immediately.
6. Provide, if it is also the existing insurer, the policyowner a Policy Summary for the new policy prepared in accordance with Section 7(C)(3), prior to accepting the applicant's initial premium or premium deposit, unless the replacing insurer provides in its "Notice Regarding Replacement of Life Insurance" and in either its policy or in a separate written notice that is delivered with the policy that the applicant has a right to an unconditional refund of all premiums paid, which right may be exercised within a period of twenty days commencing from the date of delivery of the policy, in which event, the replacing insurer must furnish the Policy Summary at or prior to delivery of the policy.
7. Maintain copies of the "Notice Regarding Replacement of Life Insurance", the verified Comparative Information Form, the Policy Summary, and all Sales Proposals used, and a replacement register, cross indexed, by replacing agent and/or broker and existing insurer to be replaced, for at least three years or until the conclusion of the next succeeding regular examination by the Insurance Department of its state of domicile, whichever is later.

**Section 8**                **Duties of Insurers With Respect to Direct-Response Sales**

Each insurer shall:

- A. Inform its responsible personnel of the requirements of this Regulation.
- B. Require with or as part of each completed application for life insurance a statement signed by the applicant as to whether or not such insurance will replace existing insurance.

- C. Where no replacement is proposed by an insurer in the solicitation of a direct-response sale and a replacement is involved:
1. At the time the policy is mailed to the applicant, include a "Notice Regarding Replacement of Life Insurance" in a form substantially as described in Exhibit C.
- D. Where a replacement is proposed by an insurer in the solicitation of a direct-response sale and a replacement is involved.
1. Request from the applicant with or as part of the application a list of all existing life insurance to be replaced. Such existing life insurance shall be identified by name of insurer.
  2. If the applicant furnishes the names of the existing insurers, then the replacing direct-response insurer shall mail the applicant a "Notice Regarding Replacement of Life Insurance" in a form substantially as described in Exhibit C. within three (3) working days after receipt of the application and shall comply with all of the provisions of Sections 7(C)(3), (5), (6), and (7), except that it need not meet the requirements of this Regulation concerning Comparative Information Forms and need not maintain a replacement register required by Section 7(C)(7).
  3. If the applicant does not furnish the names of the existing insurers, then the replacing direct-response insurer shall at the time the policy is mailed to the applicant, include a "Notice Regarding Replacement of Life Insurance" in a form substantially as described in Exhibit C.

## **Section 9**                    **Duties of the Existing Insurer**

Each existing insurer shall inform its responsible personnel of the requirements of this Regulation. Each existing insurer, or such insurer's agent, and/or broker that undertakes a conservation effort shall:

- A. Within twenty (20) days from the date the Comparative Information Form required by Section 7(C)(4) is received, either furnish the policyowner with the Comparative Information Form received from the replacing insurer and include in it all of the information concerning the existing life insurance that was not completed and correct any information that was inaccurately completed by the replacing agent and/or broker, furnish the policyowner with a Policy Summary for the existing life insurance. Such Policy Summary shall be completed in accordance with the provisions of the Life Insurance Solicitation Regulation, except that information relating to premiums, cash values, death benefits and dividends, if any, shall be computed from the current policy year of the existing life insurance. The Policy Summary shall include the amount of any outstanding policy indebtedness, the sum of any dividend accumulations or additions, and

may include any other information that is not in violation of any regulation or statute. Life insurance cost index and equivalent level annual dividend figures need not be included in the Policy Summary. If index figures are included in the Policy Summary, the policyowner must receive written notification at the time the Policy Summary is delivered that such figures should only be used for comparing the relative costs of similar policies.

- B. Furnish the replacing insurer with a copy of the fully completed Comparative Information Form or the Policy Summary for the existing life insurance within three working days of the date that the fully completed Comparative Information Form or the Policy Summary is sent by the existing insurer to either its agent and/or broker or directly to the policyowner.
- C. Maintain a file containing the following:
  - 1. Comparative Information Forms required by Section 7(C)(4) and Policy Summaries required by Section 7(C)(5) received from replacing insurers; and
  - 2. Copies of fully completed Comparative Information Forms or Policy Summaries prepared pursuant to Section 9(A), and all Sales Proposals used to conserve the existing life insurance.

This material shall be indexed by replacing insurer and held for three (3) years or until the conclusion of the next regular examination conducted by the Insurance Department of its domicile, whichever is later.

## **Section 10 Penalties**

- A. Any insurer, agent, broker, representative, officer or employee of such insurer failing to comply with the requirements of this Regulation shall be subject to such penalties as may be appropriate under the Insurance Laws of the State of Rhode Island.
- B. This Regulation does not prohibit the use of additional material other than that which is required that is not in violation of this Regulation or any other Rhode Island Statute or Regulation.
- C. Policyowners have the right to replace existing life insurance after indicating in or as part of the applications for life insurance that such is not their intention; however, patterns of such action by policyowners who purchase the replacing policies from the same agent and or broker shall be deemed prima facie evidence of the agent's and/or broker's knowledge that replacement was intended in connection with the sale of those policies, and such patterns of action shall be deemed prima facie evidence of the agent's and/or broker's intent to violate this Regulation.



**Section 11   Severability**

If any provision of this Regulation shall be held invalid, the remainder of the Regulation shall not be affected thereby.

EFFECTIVE DATE:	October 1, 1980
AMENDED:	June 25, 1997
REFILED:	December 19, 2001

EXHIBIT A  
(To be used where the existing and proposed  
policies are written by different companies.)

(Name, address and telephone number  
of the insurance company)

IMPORTANT NOTICE REGARDING REPLACEMENT OF LIFE INSURANCE

Our agent and/or broker is recommending to you that you purchase a life insurance policy from us. In connection with this purchase, you have indicated either as a result of his recommendation or at your own initiative, that you may terminate or change your existing policy issued by another insurance company or that you may obtain a loan from that company against your policy to pay premiums on the proposed policy. Any of these actions is a replacement of life insurance. This notice must be given to you, along with a form including preliminary information comparing the proposed policy with your existing policy to be replaced. Please read this notice and the Comparative Information Form carefully.

Whether it is to your advantage to replace your existing insurance coverage, only you can decide. It is in your best interest, however, to have adequate information before a decision to replace your present coverage becomes final so that you may understand the essential features of the proposed policy and of your existing insurance coverage.

To this end, we are required to give you a Policy Summary including complete information on the proposed policy no later than when that policy is delivered to you. In addition, we are required to notify the insurance company that issued your existing policy. That company may then furnish you with additional information concerning your existing policy. You may want to contact that company or its agent and/or broker for further information and advice or discuss your purchase with other advisors. The information you receive will be of value to you in reaching a final decision.

If either the proposed policy or the existing insurance you intend to replace is a participating policy, you should be aware that dividends may materially reduce the cost of insurance and are an important factor to consider. Dividends, however, are not guaranteed.

You should also recognize that a policy which has been in existence for a period of time may have certain advantages to you over a new policy. If the policy coverages are basically similar, the premiums for a new policy may be higher because rates increase as your age increases. Under your existing policy, the period of time during which the issuing company could contest the policy because of a material misstatement or omission on your application, or deny coverage for death caused by suicide, may have expired or may expire earlier than it will under the proposed policy. Your existing policy may have options which are not available under the policy being proposed to you or may not come

into effect under the proposed policy until a later time during your life. Also, your proposed policy's cash values and dividends, if any, may grow slower initially because the company will incur the cost of issuing your new policy. On the other hand, the proposed policy may offer advantages which are more important to you.

If you are considering borrowing against your existing policy to pay the premiums on the proposed policy, you should understand that in the event of your death, the amount of any unpaid loan, including unpaid interest, will be deducted from the benefits of your existing policy thereby reducing your total insurance coverage.

After we have received your application and notified the other insurance company you will have twenty days from the date the proposed policy is delivered to you to cancel the policy issued on your application and receive back all payments you made to us.

(ALTERNATE PARAGRAPH IF TWENTY (20) DAY MONEY-BACK GUARANTEE IS NOT PROVIDED.)

We are required by state regulation to delay the issuance of the policy for which you are making application for twenty (20) days from the date on which we send your existing insurer notification that their policy will be replaced.

### **CAUTION**

If, after studying the information made available to you, you decide to replace the existing life insurance with our life insurance policy, you are urged not to take action to terminate or alter your existing life insurance coverage until after you have been issued the new policy, examined it and have found it to be acceptable to you. If you should terminate or otherwise materially alter your existing coverage and fail to qualify for the life insurance for which you applied, you may find yourself unable to purchase other life insurance or able to purchase it only at substantially higher rates.

I have received and read a copy of this Replacement Notice.

(Signed) \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT B

(To be used where the existing and proposed policies are written by the same company.)

(Name, address and telephone number of the insurance company)

### IMPORTANT NOTICE REGARDING REPLACEMENT OF LIFE INSURANCE

Our agent and/or broker is recommending that you purchase a life insurance policy from us. In connection with this purchase, you have indicated either as a result of his recommendation or at your own initiative, that you may terminate or change your existing policy issued by our company or that you may obtain a loan from our company against your existing policy to pay premiums on the proposed policy. Any of these actions is a replacement of life insurance. This notice must be given to you, along with a Comparative Information Form which includes preliminary information comparing the proposed policy with your existing policy to be replaced. Please read this notice and the Comparative Information Form carefully.

Whether it is to your advantage to replace your existing insurance coverage, only you can decide. It is in your best interest, however, to have adequate information before a decision to replace your present coverage becomes final so that you may understand the essential features of the proposed policy and of your existing insurance coverage.

To this end, we are required to give you a Policy Summary including complete information on the proposed policy no later than when the policy is delivered to you. In addition, we will at your request, furnish you additional information concerning your existing policy. You may want to discuss your purchase with other advisors. The information you receive will be of value to you in reaching a final decision.

If either the proposed policy or the existing insurance you intend to replace is a participating policy you should be aware that dividends may materially reduce the cost of insurance and are an important factor to consider. Dividends, however, are not guaranteed.

You should also recognize that a policy which has been in existence for a period of time may have certain advantages to you over a new policy. If the policy coverages are basically similar, the premiums for a new policy may be higher because rates increase as your age increases.

Under your existing policy, the period of time during which our company could contest the policy because of a material misstatement or omission on your application, or deny coverage for death caused by suicide, may have expired or may expire earlier than it will under the proposed policy. Your existing policy may have options which are not available under the policy being proposed to you or may not come into effect under the proposed

policy until a later time during your life. Also, your proposed policy's cash values and dividends, if any, may grow slower initially because the company will incur the cost of issuing your new policy. On the other hand, the proposed policy may offer advantages which are more important to you.

If you are considering borrowing against your existing policy to pay the premiums on the proposed policy, you should understand that in the event of your death, the amount of any unpaid loan, including unpaid interest, will be deducted from the benefits of your existing policy thereby reducing your total insurance coverage.

(ADDITIONAL PARAGRAPH IF TWENTY (20) DAY MONEY BACK GUARANTEED IS PROVIDED).

After we have issued your policy, you will have twenty (20) days from the date the new policy is delivered to you to cancel the policy issued on your application and receive back all payments you made to us.

**CAUTION**

If, after studying the information made available to you, you do decide to replace the existing life insurance with our company with a new life insurance policy issued by our company, you are urged not to take action to terminate or alter your existing life insurance coverage until after you have been issued the new policy, examined it and have found it acceptable to you. If you should terminate or otherwise materially alter your existing coverage and fail to qualify for the life insurance for which you have applied, you may find yourself unable to purchase other life insurance or able to purchase it only at substantially higher rates.

I have received and read a copy of this Replacement Notice.

(Signed) \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT C

(Name, address and telephone number  
of the insurance company)

### IMPORTANT NOTICE REGARDING REPLACEMENT OF LIFE INSURANCE

You have indicated that you intend to replace an existing life insurance policy or policies in connection with the purchase of our life insurance policy. As a result, we are required to send you this notice. Please read it carefully.

Whether it is to your advantage to replace your existing insurance coverage, only you can decide. It is in your best interest, however, to have adequate information before a decision to replace your present coverage becomes final so that you may understand the essential features of the proposed policy and your existing insurance coverage.

You may want to contact your existing life insurance company or its agent and/or broker for additional information and advice or discuss your purchase with other advisors. The information you receive should be of value to you in reaching a final decision.

If either the proposed policy or the existing insurance you intend to replace is a participating policy, you should be aware that dividends may materially reduce the cost of insurance and are an important factor to consider. Dividends, however, are not guaranteed.

You should recognize that a policy which has been in existence for a period of time may have certain advantages to you over a new policy. If the policy coverages are basically similar, the premiums for a new policy may be higher because rates increase as your age increases. Under your existing policy, the period of time during which the issuing company could (contest the policy because of material misrepresentation or omission concerning the medical information requested in your application, or)\* deny coverage for death caused by suicide, may have expired or may expire earlier than it will under the proposed policy. Your existing policy may have options which are not available under the policy being proposed to you or may not come into effect under the proposed policy until a later time during your life. Also, your proposed policy's cash values and dividends, if any, may grow slower initially because the company will incur the cost of issuing your new policy. On the other hand, the proposed policy may offer advantages which are more important to you.

If you are considering borrowing against your existing policy to pay the premiums on the proposed policy, you should understand that in the event of your death, the amount of any unpaid loan, including unpaid interest, will be deducted from the benefits of your existing policy thereby reducing your total insurance coverage.

(ADDITIONAL PARAGRAPH IF DIRECT-RESPONSE INSURER'S SOLICITATION PROPOSED REPLACEMENT, AND A TWENTY (20) DAY MONEY-BACK GUARANTEE IS PROVIDED BY THE INSURER)

After we have issued your policy, you will have twenty (20) days from the date the new policy is received by you to notify us you are canceling the policy issued on your application and you will receive back all payments you made to us.

You are urged not to take action to terminate or alter your existing life insurance coverage until you have been issued the new policy, examined it and have found it acceptable to you.

\* Use bracketed language only when the application asks health questions.

## EXHIBIT D

(Name, address and telephone  
number of insurance company)

### COMPARATIVE INFORMATION FORM

Name of Proposed Insured \_\_\_\_\_ Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

#### GENERAL INFORMATION    EXISTING LIFE INSURANCE    PROPOSED LIFE INSURANCE

Name of Company		
Policy Number		
Basic Policy Generic Name		
Name of Basic Policy		
Rider 1; Generic Name		
Rider 2; Generic Name		
Rider 3; Generic Name		
Issue Age		
Date of Issue		
Contestable Period Expires		
Suicide Clause Expires		

Premium Data/ Death Benefits	Premium Mode: Amount	Age Payable to	Death Benefit	Age Benefit Ceases	Premium Mode: Amount	Age Payable to	Death Benefit	Age Benefit Ceases
Basic Policy	\$		\$		\$		\$	
Rider 1	\$		\$		\$		\$	
Rider 2	\$		\$		\$		\$	
Rider 3	\$		\$		\$		\$	
Accidental								
Death Benefit	\$		\$		\$		\$	
Option to Purchase	\$		\$		\$		\$	
Additional Insurance			(Option Ages ____ )				(Option Ages ____ )	
Waiver of Premium Benefit	\$		\$xxx		\$		\$xxx	
Disability Income Benefit	\$		\$xxx (Monthly Income: \$ _____ )		\$		\$xxx (Monthly Income: \$ _____ )	
Total Current Premium	\$							



CASH VALUES/DIVIDENDS	*GUARANTEED CASH VALUE	* DIVIDENDS	*GUARANTEED CASH VALUE	* DIVIDENDS
Currently (last policy anniversary)	\$	\$	\$	\$
1 year hence	\$	\$	\$	\$
5 years hence	\$	\$	\$	\$
10 years hence	\$	\$	\$	\$
At age 65	\$	\$	\$	\$
	*Current Death Benefit of Div. Adds		\$	
	*Current Cash Value of Div. Adds		\$	
	*Current Accum. Div		\$	
	*Current Policy Loan		\$	
	Maximum Policy Loan		Maximum Policy Loan	
	Interest Rate _____ %		Interest Rate _____ %	
	*Dividends are based on the current (19 __ ) scale.		*Dividends are based on the current (19 __ ) scale.	

\* Dividends, policy loan and certain guaranteed cash value information concerning your existing insurance may not be known to our agent or broker. Dividends are not guaranteed. However, they may materially reduce the cost of insurance and are an important factor to consider. Thus, if dividends or other figures have been omitted from this Comparative Information Form, you should not reach a final decision to replace your existing insurance until you have them. You may obtain the omitted figures from the company that issued your existing policy. We will notify that company of you intent to replace your existing policy.

## AGENT'S AND/OR BROKER'S STATEMENT

1. The primary reasons for my recommending the proposed replacement of existing life insurance by new life insurance are:

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2. My recommendations as to the existing life insurance is that it be:  
☐ Not Changed    ☐ Lapsed    ☐ Surrendered    ☐ Reduced Paid-Up  
☐ Extended Term    Other (Explain) \_\_\_\_\_  
Borrowed Upon (Explain and state the amount to be borrowed) \_\_\_\_\_

3. The existing life insurance does not meet the insured/buyer's needs for insurance because.\*

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\*Specific reasons must be given. For example, if you believe the existing life insurance cannot meet the insured/buyer's needs you must specify why you think it does not.

## INSTRUCTIONAL NOTES FOR AGENT AND/OR BROKER

1. Existing life insurance must be identified by name of insurer and the policy number. In the event that a policy number has not been assigned by the existing insurer, alternative identification information such as an application or receipt number must be shown.
2. If the premium for the basic policy or any rider or benefit changes; indicate the changes; attached schedule, if necessary.
3. If the death benefit for the basic policy or any rider or benefit changes, indicate the changes; attach schedules, if necessary.
4. If the premium for benefits is not separable from the premium for the basic policy, insert "Included" in Basic Policy Premium.
5. If more than one existing life insurance policy is to be replaced, a separate Comparative Information Form is to be provided for each such policy, or separate information is to be provided in one Comparative Information Form for each such policy, and a summary of all the separate policy information must also be included to the extent possible.

AGENT'S AND/OR BROKER'S CERTIFICATION

I hereby certify that prior to taking an application for a policy, I have provided the applicant with the Notice Regarding Replacement of Life Insurance and that the information in this Comparative Information Form is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
(Signature of Agent and/or Broker)

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

I have received and read a copy of this Comparative Information Form.

\_\_\_\_\_  
(Signature of Agent )

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