



Nassau Life and Annuity Company (the Company)  
Nassau Life Insurance Company (the Company)  
PHL Variable Insurance Company (the Company)  
**Regular Mail:** PO 758573, Topeka, KS 66675-8573  
**Overnight Mail:** 5801 SW 6<sup>th</sup> Mail Zone-573, Topeka, KS 66636-0001

## Term Conversion Application (Non-Underwritten)

**Print and use black ink.** Any changes must be initialed by the Insured(s) and Owner.

### Section 1 - Insured Information

Name (First, Middle, Last)			Sex <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm/dd/yyyy)	Social Security Number	
Residence Street Address (include Apt #)			City		State	ZIP Code
Preferred # ( ) -	Best # to reach Insured <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cellular		U. S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", complete Non U.S. Citizen ONLY questions			
<b>Non U.S. Citizen ONLY</b>	Country of Citizenship	Green Card / Visa Type	Expiration Date (mm/dd/yyyy)	Country of Permanent Residence	ID Number	Years in U.S.
Email Address			Current Employer	Years of Service	Current/Former (if retired) Occupation	

**Unless otherwise provided, the owner and/or beneficiary of the new policy will be the same as on the original policy and subject to any assignments outstanding against said original policy. If a different owner/beneficiary designation is desired for the new policy, complete the following:**

### Section 2 - Ownership/Beneficiary

Owner Name (Print First, Middle, Last)	Social Security No./Tax ID	Relationship
Owner Street Address (include Apt #)	City	State ZIP Code
Joint Owner Name (Print First, Middle, Last)	Social Security No./Tax ID	Relationship
Primary Beneficiary Name (Print First, Middle, Last)	Social Security No./Tax ID	Relationship
Contingent Beneficiary Name (Print First, Middle, Last)	Social Security No./Tax ID	Relationship
Assignee Name (Print First, Middle, Last)	Social Security No./Tax ID	Relationship

### Section 3 - Term Conversion Options

Existing Policy Number	Original Policy being returned	Has the policy been lost or destroyed	Plan Name to be Converted	If partial conversion, Retain or Cancel balance <b>NOTE:</b> Subject to contractual minimum amounts.
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Retain <input type="checkbox"/> Cancel
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Retain <input type="checkbox"/> Cancel
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Retain <input type="checkbox"/> Cancel



New Plan Name	New Face Amount
	\$
	\$
	\$

#### Section 4 - Mode of Premium Payment

☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly Bank Draft (Check-O-Matic)

##### Authorization Agreement for Preauthorized Payments

I (we) hereby authorize the Company to initiate debit entries to my (our) checking account at the financial institution as shown on the attached voided check below.

Signature of Depositor (if different from Insured(s)) \_\_\_\_\_

Print Depositor Name (First, Middle, Last) \_\_\_\_\_ Relationship to Insured(s) \_\_\_\_\_

**Include Voided Check**

#### Section 5 - Secondary Addressee

##### Secondary Party for purpose of notification of possible lapse in coverage.

Name (First, Middle, Last) \_\_\_\_\_ Relationship to Owner \_\_\_\_\_

Street Address (Include Apt. #) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

#### Section 6 - Fraud Notice

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Alabama, Arkansas, Louisiana, Rhode Island, Massachusetts** – Any person who knowingly presents a false or fraudulent claim for payments 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 fines and confinement in prison.

**Arizona** – Any life insurance producer, examining physician or other person who knowingly makes a false or fraudulent statement or representation in or relative to an application for life or disability insurance, or who makes any such statement to obtain a fee, commission, money or benefit is guilty of a class 2 misdemeanor.

**Colorado** – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**District of Columbia** – WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.



## Fraud Notice Continued

**Kentucky, Pennsylvania** – Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Maryland** – Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who 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.

**New Jersey** – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New Mexico** – 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.

**Ohio** – Any person, who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma** – Warning; Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy/contract containing any false incomplete or misleading information is guilty of a felony.

**Oregon, Texas** – Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

**Tennessee, Washington** – It is a crime to provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Virginia** – Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer; submits an application or files a claim containing false or deceptive statement may have violated the state law.

## Section 7 - Signature

I have reviewed this Application for Term Conversion. All of the statements made by me in any part of this Application are full, complete, and true to the best of my knowledge and belief, and have been correctly recorded. Further, I understand that the Company will rely upon the information provided in the Application. A copy of those statements are attached to the new policy.

Under penalty of perjury, I confirm that 1) the Social Security or Tax Identification Number shown is correct, and 2) that I am not subject to back-up withholding.

If I am an Owner who is not the Insured, I join the foregoing affirmations, acknowledgement, and undertakings of the Insured(s).

Unless otherwise attached, the Owner hereby verifies that the policy(ies) named in Section 3 of this Application are either lost or destroyed, and have not been pledged or assigned as collateral, except as has been previously disclosed to the Company.

Insured Signature	State Signed In	Date (mm/dd/yyyy)
Owner Signature/Title (if other than Proposed Insureds)	State Signed In	Date (mm/dd/yyyy)
Owner Signature/Title (if other than Proposed Insureds)	State Signed In	Date (mm/dd/yyyy)
Collateral Assignee Signature (if applicable)	State Signed In	Date (mm/dd/yyyy)

The Producer hereby confirms he/she has truly and accurately recorded on the Application the information supplied by the Proposed Insured; is not aware of any discrepancies or misrepresentations in the recorded information; and that he/she is qualified and authorized to discuss the contract herein applied for.

Licensed Producer's Name (Print First, Middle, Last)	Licensed Producer's Email Address	Producer I.D. Number	Licensed Producer's Telephone #	Licensed Producer's Signature	Date (mm/dd/yyyy)
			( ) -		
			( ) -		
			( ) -		



# Nassau Privacy Statement



Effective Date: 9/10/2018

This Privacy Statement is provided on behalf of Nassau Life and Annuity Company, Nassau Life Insurance Company, Nassau Life and Annuity Insurance Company, and PHL Variable Insurance Company ("The Company," "we," "our," "us").

The Company respects your concerns about privacy and values the relationship we have with you. This Privacy Statement describes the types of information we collect about you, how we use the information, with whom we share it, the choices available to you regarding our use of the information, and how you can contact us about our privacy practices.

## 1. What Information Does This Privacy Statement Apply To?

This Privacy Statement applies to the collection, use, and disclosure of information from and about you by The Company in order to offer you products and services, determine whether you qualify for our products and services, and administer your account. This Privacy Statement also applies to the collection, use, and disclosure of information from and about you by The Company on our website ([www.nfg.com](http://www.nfg.com)), through our mobile application, through telephone communications, email communications, joint marketing agreements, and through agreements with nonaffiliated third parties.

## 2. What Information Does The Company Collect?

We may obtain information about you when you choose to provide it to us and when we collect it from third parties.

### Information That You Or Others Provide

You may choose to provide information to us in a number of ways, such as when you request a quote, apply for a policy, sign up for promotions or newsletters, purchase our products, register on our website, post or provide content, or otherwise interact with us. The types of information you may provide to us include:

- Information we receive from you on applications or other forms or in order to provide you with a quote or illustration (such as name, address, city, state, ZIP code, email address, telephone number, birth date, household information, marital status, information about beneficiaries, and education);
- Information about your transactions and relationships with us, our affiliated companies, and others (such as products or services purchased, account balances, your policy coverage, premiums, and payment history). Financial and payment information (such as social security number, net worth, assets, income, payment card number, expiration date, account number, and billing address);

- Medical information (such as information about your health status or condition, payment for health care, etc.);
- Product preferences, advertisement preferences, and other information about how you use our website;
- Content you submit or post on our website (such as photographs, videos, reviews, articles, comments, or any other information you provide to us or post);
- Employment information;
- Records and copies of your correspondence (including email addresses), if you contact us.

We also may collect information about you from third parties, such as:

- Information we receive from a consumer reporting agency (such as information about your creditworthiness and credit history);
- Information we receive from third parties in order to issue and service your policies (such as motor vehicle reports and medical information);
- Information we receive from third party social media sites.

### Investigative Consumer Reports

In some cases, we may request an independent reporting agency to prepare an investigative consumer report which contains information related to your personal characteristics, finances, general reputation, character, and mode of living. Information obtained primarily through personal interviews with friends, neighbors or associates. You have the right to be interviewed in connection with the preparation of such a report. Upon written request, a complete disclosure of the nature and scope of such a report, if one is made, will be provided as well as the name, address and phone number of the reporting agency so that you may request a copy of your report. If the information in a consumer report leads us to not approve your application or to charge an extra premium we will notify you and provide the reporting agency's name, address and phone number. We will never use the information we receive from an investigative consumer report for

marketing purposes. You should be aware that when an independent consumer reporting agency prepares such a report, they may keep it and disclose it to other companies upon request.

### **Medical Information Bureau**

Information regarding your insurability will be treated as confidential. The Company, or its reinsurers may, however, make a brief report thereon to MIB, LLC, which operates an information exchange on behalf of insurance companies that are members of MIB Group Inc. If you apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such company, MIB, upon request, will supply such company with the information in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. You may contact MIB at 866-692-6901 or go to its website at [www.mib.com](http://www.mib.com) to request disclosure online. If you question the accuracy of the information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734.

The Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at [www.mib.com](http://www.mib.com).

If you have questions or you wish to have a more detailed explanation or copies of the information we collect, please contact your producer or write to The Company directly. Write to: Nassau, Chief Underwriter, PO Box 758573, Topeka, KS 66675-8573.

### **3. How Does The Company Use My Information?**

We may use your information for the following purposes:

- offering you products and services, deciding if you qualify for our products and services, and servicing your account;
- establishing and verifying the identity and eligibility of website users;
- opening, maintaining, administering, managing, and servicing website user profiles, accounts or memberships;
- processing, servicing or enforcing transactions (including EFT, ACH, credit or debit card transactions);
- providing products, content, content suggestions, services, and support;
- conducting special events, sweepstakes, surveys, programs, contests, and other offers (and communicating

with you about such events);

- analyzing and improving our products, services, or website (including developing new products and services; improving safety; managing our communications; analyzing our products; performing market research; performing data analytics; and performing accounting, auditing and other internal functions);
- providing users with product, service, or company updates;
- marketing and advertising our products or services as well as products and services of third parties (such as affiliates, subsidiaries, and business partners);
- responding to your inquiries or comments, or contacting you as necessary;
- operating and communicating with you about or through external social networking platforms;
- maintaining the security and integrity of our systems, including maintaining internal records;
- conforming to legal requirements or industry standards, complying with legal process, detecting and preventing fraud or misuse, defending our legal rights, or protecting others;
- as part of a merger, acquisition, bankruptcy, transfer, sale, corporate change, or any other transaction involving all or a portion of The Company's assets.

All information we collect may be aggregated and merged or enhanced with data from third party sources.

### **4. How Does The Company Share My Information?**

We may disclose all of the information we collect (including your nonpublic personal financial information), as described in Section 2 above, to both affiliated and non-affiliated third parties, such as:

- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements;
- To financial services providers, such as life insurers, automobile insurers, mortgage bankers, securities broker-dealers, and insurance agents. We may also make such disclosures to an insurance institution, agent, insurance support organization, or self-insurer without your prior authorization, but only for purposes of (i) detecting or preventing fraud or other criminal activity; (ii) allowing the recipient to perform its function in connection with our insurance transactions; or (iii) as otherwise permitted by law;
- To a group policyholder for reporting claims experience or for audit purposes;



- To a medical care institution or medical professional for purposes of verifying your insurance coverage or benefits, to inform someone of a medical condition of which that person might not be aware, or for conducting operations or services audit to verify the individuals treated by the medical professional or at the medical care institution;
- To non-financial companies, such as retailers, direct marketers, airlines, and publishers;
- To third parties who help us with our business functions, such as service providers or suppliers. Examples of these service providers include entities that process credit card and other types of payments, help us moderate content posted on the Website, provide web hosting or analytics services, or who assist with marketing functions;
- To third parties involved in servicing and administering products and services on your behalf such as:
  - Your agent, broker or producer;
  - Banks;
  - Reinsurance companies;
  - Firms that assist us in the servicing of your policies;
  - Firms that assist in the printing or delivering of statements and notices;
- To other third parties for their own marketing purposes;
- To third parties for specific purposes permitted by law, such as:
  - If necessary to protect the safety, property, or other rights of us, our customers, or employees;
  - To comply with any court order, law, or legal process, including to respond to any government or regulatory request, or as otherwise required by law;
  - To State or federal regulators;
  - To auditors;
  - To law enforcement or another governmental authority for purposes of preventing or prosecuting fraud, or to report activities we reasonably believe are illegal;
  - With your consent in certain circumstances;

We may disclose information about our customers and our former customers to these third parties for the purposes described above.

We reserve the right to transfer information we have about you in the event we sell, transfer, or engage in another transaction involving all or a portion of our business or assets, or undertake another form of corporate change, including bankruptcy. Following such a sale, transfer, or transaction, or corporate change, you may contact the entity to which we transferred your information with any inquiries concerning the

processing of that information.

Your information may be stored in databases maintained by The Company (including local storage) or third parties, and may be disclosed to third parties for the purposes stated in this Privacy Statement, that are located within and outside the United States, including countries where privacy rules differ and may be less stringent than those of the country in which you reside.

## 5. Is My Information Secure?

The Company will take reasonable precautions to protect your information from loss, misuse or alteration. For example, we have procedures in place that limit internal access to personal information to only those employees who need to access it in order to perform business services or market products on behalf of The Company and our affiliates. We educate our employees on the importance of protecting the privacy and security of your information. We also maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard your personal information.

Please be aware, however, that any email or other transmission you send through the Internet cannot be completely protected against unauthorized interception. As a result, we ask that you not send any confidential information to The Company via e-mail.

## 6. What Choices Do I Have?

**If you prefer that we not disclose nonpublic personal financial information about you to nonaffiliated third parties, you may opt out of those disclosures, that is, you may direct us not to make those disclosures (other than disclosures permitted by law). If you wish to opt out of disclosures to nonaffiliated third parties, you may opt out by sending us an email request to opt out to [corporate.compliance@nfg.com](mailto:corporate.compliance@nfg.com) or by calling us at 1-800-813-8180. Note that you can only opt out of sharing your nonpublic personal financial information with nonaffiliated third parties for certain purposes; you cannot opt out of sharing such information with nonaffiliated third parties who are service providers to us, who engage in joint marketing efforts with us, who assist us with processing and servicing transactions, or as otherwise permitted by law.**

You may also “opt-out,” or unsubscribe, from our newsletters, special offers or discounts, or other marketing communications by following the unsubscribe instructions in any e-mail or other communication you receive from us. After doing so, you will not receive future promotional emails unless you open a new account, enter a contest, or sign up to receive newsletters or

emails. Please note that even after unsubscribing we may still disclose information as permitted or required by law including, but not limited to, service related announcements, important information about your policy, state required notices, and other non-marketing communications about your account or purchases that you have made. Please allow up to 2 weeks for us to process your request.

You may access personal information we have recorded about you by submitting a written request which reasonably describes the information requested. This information will be provided to you within thirty (30) business days from the date your written request is received so long as it is reasonably locatable and retrievable by us. You may also request the correction, amendment or deletion of any recorded personal information that we have in our possession. We will notify you of our decision to comply with your request or our reasons for refusal within thirty (30) business days from the date your written request is received. In the event we refuse your request, you will be provided with the opportunity to file a concise statement setting forth what you believe to be the correct, relevant or fair information and the reasons you may disagree with our determination.

We store data for as long as it is necessary to provide the products and services described in this Privacy Statement and for our internal business purposes. If you would like us to delete information, you may contact us using the information below and we will take reasonable efforts to delete your information from our records, but may need to keep a copy for administrative purposes (such as documenting that a

transaction occurred).

This policy is meant for general use in every state. Any provision in this policy that is in conflict with the laws of your state is hereby amended to conform with the standards in your state.

**Residents of California, New Mexico, Vermont:**

We will not disclose personal information about you to any unaffiliated third party without first obtaining your affirmative, opt-in consent, except as expressly permitted by law.

## **7. How Can I Contact The Company?**

The Company is committed to working with you to obtain a fair and rapid resolution of any queries, complaints, or disputes about privacy. If you have submitted information to The Company and you would like to have it deleted from our databases or corrected, or if you have any other questions or comments regarding our privacy practices, please email us at [corporate.compliance@nfg.com](mailto:corporate.compliance@nfg.com) for more information.