

# Minnesota Customer Identification and Suitability Confirmation Worksheet



**Mail or fax completed form to:**

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866-709-3922  
 Email: documents@athene.com  
 Customer Contact Center - Tel: 888-266-8489

**Athene Annuity and Life Company**

7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

Please complete this worksheet and submit with your application. The financial and personal information requested on this form is required to verify if the product meets your needs and objectives. This form must be completed, signed, and dated to consider your application complete. **Incomplete forms will delay processing.**

- For Revocable Trust ownership, complete the worksheet on behalf of the grantor/settlor.
- For Irrevocable Trust ownership, employment status and date of birth should be completed on behalf of the annuitant. The remainder of the worksheet should be completed on behalf of the trust.
- For all other non-natural owners, employment status and date of birth should be completed on behalf of the annuitant. The remainder of the worksheet should be completed on behalf of the entity.
- For additional information on how to complete this worksheet, please review the step-by-step guide, <https://p.widencdn.net/mvsbua/23152>.

**\*Household means the applicant and applicant's spouse or domestic partner, as applicable by state law.\***

OWNER	
Owner/Trust/Entity Name	Date of Birth (MM/DD/YYYY)
Employment Status <i>Check one</i>	<input type="checkbox"/> Employed (Full and Part time) <input type="checkbox"/> Self-Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Disabled <input type="checkbox"/> Student

JOINT OWNER (complete separate form if not owner's spouse/domestic partner)	
Joint Owner	Date of Birth (MM/DD/YYYY)
Employment Status <i>Check one</i>	<input type="checkbox"/> Employed (Full and Part time) <input type="checkbox"/> Self-Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Homemaker <input type="checkbox"/> Disabled <input type="checkbox"/> Student

**FINANCIAL OBJECTIVES (please answer ALL Financial sections regarding Household Assets)**

**A. Source of income** *Check all that apply. For personal owned contracts, DO NOT include income from business accounts. For business owned contracts, DO NOT include income from personal accounts.*

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Household Wages/Salary | <input type="checkbox"/> 401(k)/Pension Plan | <input type="checkbox"/> Social Security (not including disability)                      |
| <input type="checkbox"/> Rental Income          | <input type="checkbox"/> 403(b)              | <input type="checkbox"/> Investment Income/RMDs  |
| <input type="checkbox"/> *Disability            | <input type="checkbox"/> *Unemployment       | <input type="checkbox"/> *Severance  |
| <input type="checkbox"/> *Child Support         | <input type="checkbox"/> *Alimony            | <input type="checkbox"/> Business Income (to be used for corporate owned contracts only) |
| <input type="checkbox"/> None                   |  |  |

\*If "disability," "unemployment," "severance," "child support" and/or "alimony" are selected, please provide the monthly amount received \$ \_\_\_\_\_, and how long that income is expected to continue \_\_\_\_ years/months (circle one).

**B. Federal income tax bracket** *Check one.*     0%     10%     12%     22%     24%     32%     35%     37%

**C. Do you anticipate any significant changes to the Household Objectives below during the surrender charge period of this annuity? (Amounts entered should be limited to the amount changing.)**

- |                                     |  |  |
|-------------------------------------|--|--|
| Increase in Monthly Living Expenses | <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, amount of monthly Increase \$ _____, in ____ years |
| Decrease in Monthly Income          | <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, amount of monthly Decrease \$ _____, in ____ years |
| Decrease in Liquid Assets           | <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, amount of Decrease \$ _____, in ____ years         |



**FINANCIAL OBJECTIVES** (continued)

**D. What is your experience with financial products, including investment, annuity and insurance holdings?** Check one.

None to Limited                                      Limited to Moderate                                      Moderate to Extensive

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**E. What is your general risk tolerance?** Check one. If Aggressive is selected, please explain how this annuity fits your risk tolerance.

Conservative      Moderately conservative      Moderate      Moderately aggressive      Aggressive

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**Aggressive Risk Tolerance Explanation** \_\_\_\_\_

**F. How long do you plan to keep this annuity?**  0-5 years     6-10 years     More than 10 years

**SOURCE OF FUNDS**

**G. Is any of the premium intended for this annuity from a reverse mortgage?**  Yes     No

**H. Are any of the funds being used to purchase this annuity from any of the non-replacement sources listed below? If yes, indicate by checking this box.**  Yes

*If the above box is not selected, Athene will assume the non-replacement source of funds is not applicable. Question I must be completed if Question H is left blank.*

- \*Checking/Savings
- 403(b) Group Annuity
- Certificate of Deposit
- Group & Individual 403(b)/457(b) Mutual Funds
- Stocks/Bonds/Mutual Funds
- 401k/Pension Plan
- Money Market/Brokerage Account
- Thrift Savings Plan
- IRA (Non-Annuity)

\*If **\$250,000 or more is coming from a checking/savings account**, what is the origin of the funds prior to being placed in the checking/savings account? \_\_\_\_\_

\_\_\_\_\_

**If the source of funds are from a non-replacement source, are there penalties associated with this funding source?** \*Penalties include processing fees, forfeiture fees and other costs or fees. If Yes, please complete the table below.  Yes     No

Company Name	Account Number	*Penalty Amount
		\$
		\$
		\$

**I. Are any of the funds being used to purchase this annuity from any of the replacement sources listed below? If yes, indicate by checking this box.**  Yes

*If the above box is not selected, Athene will assume the replacement source of funds is not applicable. Question H must be completed if Question I is left blank.*

- Annuity
- 403(b) Individual Annuity
- IRA Annuity
- Life Insurance



**FINANCIAL STATUS**

- All Financial Information should be completed based on household financials. If submitting multiple contracts for the household, all financial information should match. For personal owned contracts, DO NOT include assets from business accounts. For business owned contracts, DO NOT include assets from personal accounts.
- Primary residence/land, automobiles and personal property cannot be included as part of your financial information.
- Athene will calculate the net worth which is equal to "Household Liquid Assets (J) *plus* Household Non-Liquid Assets (K) *minus* Total Household Liabilities/Debt (L)"
- Please include ALL annuities currently held at Athene and outside of Athene. This should include all forms of annuities including 403(b) and 457(b) annuity plans.
- For annuities in or out of surrender term, provide the higher of the Accumulated Value or Surrender Value in sections J and K.

INCLUDE THE PROPOSED ANNUITY PREMIUM(S) BASED ON WHERE THE FUNDS ARE CURRENTLY HELD

**LEAVING QUESTIONS BLANK IS NOT ALLOWED AND WILL RESULT IN CUSTOMER CORRECTIONS.  
"0," "N/A" OR "-" ARE ALLOWED**

J. Household Liquid Assets		K. Household Non-Liquid Assets	
Checking/Savings	\$	Cash Value of Life Insurance	\$
IRA (Non-Annuity) <i>(if age 59 1/2 or above)</i>	\$	IRA (Non-Annuity) <i>(include B shares) (if under age 59 1/2)</i>	\$
Certificates of Deposit	\$	Real Estate Equity <i>(exclude primary residence/home/land)</i>	\$
403(b)/457(b) Mutual Funds <i>(Including group and individual mutual funds)</i>	\$	403(b)/457(b) Mutual Funds <i>(Including group and individual mutual funds)</i>	\$
Stocks/Bonds/Mutual Funds <i>(excluding B shares, 403(b) mutual funds and 457(b) mutual funds)</i>	\$	Annuities in Surrender Term <b>(for all ages)</b> <i>(including IRA annuities, 457(b) annuities and Group/Individual 403(b) annuities)</i>	\$
Annuities out of Surrender Term <b>(if age 59 1/2 or above)</b> <i>(including IRA annuities, 457(b) annuities and Group/Individual 403(b) annuities)</i>	\$	Annuities out of Surrender Term <b>(if under age 59 1/2)</b> <i>(including IRA annuities, 457(b) annuities and Group/Individual 403(b) annuities)</i>	\$
401K <b>(if age 59 1/2 or above and separated from service)</b>	\$	401K <b>(if under age 59 1/2 and/or not separated from service)</b>	\$
Thrift Savings Plan (TSP) <b>(if age 55 or above and separated from service)</b>	\$	Thrift Savings Plan (TSP) <b>(if under age 55 and/or not separated from service)</b>	\$
Money Market/Brokerage Account <i>(excluding B shares)</i>	\$		
Cash/Precious Metals <i>(excluding jewelry, coins, etc.)</i>	\$		

<b>L. Total Household Liabilities/Debt</b> <i>(excluding mortgage on primary residence and/or automobile debt)</i>	\$
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<b>M. Total Monthly Household Income</b> <i>(E.g. Salary, social security payments, pension/retirement benefits, investment, and rental income, etc.) DO NOT include income currently earned on the funds being used to purchase this annuity.</i>	\$	monthly
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<b>N. Total Monthly Household Expenses</b> <i>(E.g. Housing, transportation, insurance, food, health care, property taxes, cell phone, etc.)</i>	\$	monthly
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<b>O. Do you or your spouse/domestic partner have any of the following:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <li>• Existing Athene annuities?</li> <li>• Other pending Athene annuities?</li> <li>• Other applications being submitted to Athene with this application?</li> </ul>	

<b>P. If question O is "yes," please list contract #s as well as spouse/domestic partner name and last 4 of SSN:</b>
Existing/Pending Athene Contract #s:
Spouse/Domestic Partner Name:
Spouse/Domestic Partner Last 4 of SSN:



**ADVANTAGES AND DISADVANTAGES**

**Q. Please select why you are purchasing the Athene annuity and how the annuity will assist you in meeting your needs and objectives.** *Check all that apply.*

- Accumulation/Growth
- Pass Assets to Beneficiaries
- Tax Deferral
- Liquidity
- Principal Protection
- Indexed Strategy Options
- Provides Guarantees

**PLEASE SELECT RIDER NEEDS AND OBJECTIVES BELOW, IF APPLICABLE**

- **RIDER(S) WITHOUT CHARGES:** *If the rider is included at NO CHARGE, please ONLY select the applicable rider(s) below if that is a customer need/objective.*
- **RIDER(S) WITH CHARGES:** *If the annuity you are purchasing has a rider FOR A CHARGE, the applicable rider MUST be selected below or it will require customer corrections.*

- Lifetime Income Rider \_\_\_\_% Annual Fee
- Enhanced Liquidity Rider \_\_\_\_% Annual Fee
- Death Benefit Rider \_\_\_\_% Annual Fee
- Return of Premium Rider \_\_\_\_% Annual Fee

**\*If a rider is selected above that is not available on the product being purchased, Athene will be unable to accept the application.**

**R. Please provide the disadvantages you discussed with your producer in selecting this annuity.** *Check all that apply.*

- Surrender Charges/Withdrawal Charge Term
- Limited Growth Potential
- Limited Penalty Free Withdrawals
- Additional Contributions Not Allowed

**S. If one or more riders are included, for a charge, or being added, please provide a producer statement regarding the basis for your recommendation of the rider(s) and the tangible net benefit the rider(s) will provide the customer. N/A or none are not acceptable answers.**

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## OWNER(S)' CONFIRMATION

**Athene requires that your producer determine whether the purchase of this annuity is appropriate under the standard of care (i.e., suitability or best interest) applicable to the transaction as determined by law. Athene relies on the information presented on this form to validate whether the annuity purchase is appropriate for you under the same standard of care (i.e., suitability or best interest).**

**By signing below, I (and the Joint Owner, if any) acknowledge and attest that:**

- I have reviewed the Customer Identification Notice (form 10200) and agree with the terms of the notice.
- To the best of my knowledge and belief, the information I provided regarding my financial status, tax status, financial objectives, identification information and any other information requested by my producer is complete and accurate. I further acknowledge and agree that my failure to provide true and complete information may affect the ability of my producer and Athene to determine whether the annuity applied for meets the appropriate standard of care applicable to this transaction, and may limit the protection provided to me under such standard of care.
- Neither the Company nor its representatives offer legal or tax advice. I have been advised to consult my own personal attorney or tax advisor on any tax matters. I am aware that any withdrawal taken from the annuity may result in a taxable event.
- I believe the annuity I am applying for is suitable and effectively addresses my financial situation, insurance needs and financial objectives.
- My decision to purchase this annuity was based on my producer's recommendation. I further attest that my producer informed me of the features of the annuity and that I have discussed and considered the advantages and disadvantages of this annuity and riders or other options with this annuity. Based upon that information, I believe I would benefit from those features, from any riders or other options of the annuity, from the annuity as a whole, and if I am replacing an existing annuity or life policy, the transaction as a whole.
- I understand and accept that I could lose some of my principal if I surrender the annuity I am purchasing during the withdrawal charge period.
- I understand and accept that my interest credits may fluctuate, if applicable for the annuity I have applied for and/or the strategy allocation I have selected.
- I am aware that any withdrawals taken from the annuity may result in a taxable event. I further acknowledge and agree that the annuity I am applying for is a long-term contract that will have a withdrawal charge on any withdrawals over the free withdrawal amount during the withdrawal charge period as provided in the contract.
- I acknowledge and agree that during the purchase of this annuity neither Athene, its employees, nor any of its producers acting in their capacity as an independent insurance producer of Athene have suggested that I sell or liquidate securities, otherwise provide any investment advice, or made any representations regarding the performance of my securities portfolio. I have been advised to discuss the sale or liquidation of securities with a properly licensed and registered investment advisor or registered representative, and I acknowledge that anyone (including my Athene producer if properly licensed) who provided me any such advice with respect to this purchase was not doing so in his/her role as a producer of Athene.

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Owner's Signature

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Date (MM/DD/YYYY)

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Joint Owner's Signature

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Date (MM/DD/YYYY)



## PRODUCER'S CONFIRMATION AND ACKNOWLEDGEMENTS

### By signing below, I acknowledge and attest that:

- I verified the identity of the owner(s)' and believe the information the owner(s) provided to me regarding his/her/their identity is true and accurate.
- I made a reasonable effort to obtain information from the owner(s) concerning the owner(s)' financial status, tax status, financial objectives, and such other information required or considered reasonably appropriate under the standard of care applicable to this transaction.
- To the best of my knowledge and belief, the information on the form is true and complete, and was obtained prior to the purchase of the annuity.
- Based on the information the owner(s) provided and based on all the circumstances known to me at the time the recommendation was made, I believe I have a reasonable basis to believe the annuity being applied for and (if applicable) the exchange or replacement of an existing annuity or life policy meet the standard of care applicable to this transaction. I further attest I have communicated the basis or bases of my recommendation to the owner(s).
- I attest that the owner(s)' decision to purchase this annuity was based on my recommendation. I further attest I have considered, and discussed with the owner(s), the advantages and disadvantages of features of this annuity, and riders or other options of the annuity, and the transaction as a whole.
- I attest that I have a reasonable basis to believe that the applicant has been informed of various features of the annuity and riders or other options of the annuity, such as the potential surrender period and surrender charge, potential tax penalty if the consumer sells, exchanges, surrenders or annuitizes the annuity, mortality and expense fees, investment advisory fees, any annual fees, potential charges for riders or other options of the annuity, limitations on interest returns, potential changes in non-guaranteed elements of the annuity, insurance and investment components and market risk, and the transaction.
- I have complied with the standard(s) of care applicable to this transaction, including but not limited to satisfying all care, disclosure, conflict of interest, and documentation obligations required of me by such standard of care in connection with the owner(s) purchase of this annuity, any exchange or replacement of an existing annuity or life policy and my recommendation(s) in relation thereto.
- I agree to maintain the records of the information collected from the owner(s), my recommendation, and the basis for my recommendation consistent with the applicable standard of care, my contractual obligations and Athene's policies and procedures. I understand that any reproduction of the actual document may be used to maintain these records. I further acknowledge and agree to make such records available for review upon request of Athene or by any regulatory body as required.
- I understand that only properly licensed and registered investment advisors or registered representatives are allowed to recommend the sale or liquidation of securities or otherwise provide any investment advice. If security(ies) were liquidated and used to fund the purchase of this annuity, I attest that I did not provide any such advice or make any such recommendation to the owner(s) regarding such security(ies) unless I hold the appropriate license(s).

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Producer's Signature

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Date (MM/DD/YYYY)



# Standard of Care Guidelines for Producers - Suitability and Best Interest



To help you make appropriate recommendations under the applicable standard of care, Athene Annuity and Life Company and/or Athene Annuity & Life Assurance Company of New York (collectively and separately, as context requires, the "Company" or "Athene") are providing the following information about Athene's standard of care review process. The standard of care program was put in place to benefit both you and the consumer and the following guidelines are designed to identify and discourage inappropriate sales and replacements in order to help you meet regulatory requirements.

This document includes specific scenarios you may encounter when collecting information to make an appropriate determination under the applicable standard of care and is intended to help you understand Athene's guidelines if you are considering recommending an Athene annuity. The guidelines are not all inclusive and are subject to change. Adherence to the guidelines does not guarantee Athene will determine the purchase of an annuity or replacement of a life insurance policy or annuity suitable for the consumer.

## Company Position:

Athene is committed to meeting the needs of consumers through appropriate annuity sales. All recommendations for the purchase of an annuity, or the exchange of an annuity or life insurance product, should be appropriate for the consumer under the applicable standard of care based on information known by the producer at the time the recommendation is made. Prior to making a recommendation, the producer must obtain relevant information from consumers regarding their insurance needs and financial objectives. When giving a recommendation you should also remind consumers to discuss their annuity purchase with their tax advisor or legal professional.

For additional information about Athene's standard of care policies, please see "Doing Business with Athene Producer Guide" (form [19608](#)).

## Standard of Care Review Process:

The objective of Athene's Standards Review Team (SRT) is to review applications to ensure appropriate documentation exists to support the recommended sale. The Athene standard of care review process is designed for compliance with applicable regulations by documenting the producer's reasonable basis for making the recommendation. Please note that if needed, Athene may contact you during the standard of care review to request additional information and/or form corrections from either yourself and/or the consumer.

## Consumer Acknowledgement:

Any changes in financial information, needs/objectives, reasons for purchasing the Athene annuity, replacement reasoning, etc. will require corrections to the Customer Identification and Suitability Confirmation Worksheet and/or the product comparison worksheet. Athene will require that the consumer correct the forms by either having corrections made to the forms with the consumers' initials and dates or by having the consumer call Athene and provide the changes over a recorded line (Florida requires all information to be corrected in writing, initialed and dated by the consumer). In addition, any changes to financial information will require a detailed explanation as to how and why the values are changing. Athene requires details as to what assets were initially included/not included and the value of each asset. This information can be provided by the producer or consumer only and can be taken either in writing or verbally to Athene over a recorded line. Additional information regarding changes to needs/objectives, reasons for purchasing the Athene annuity, replacement reasoning, etc. may require further explanation from the producer and/or the consumer.

## Consumer Contact:

You and the consumer(s) should be aware that Athene may contact the consumer(s) by phone as part of our standard of care review. Athene routinely calls all consumers age 75 and above and all consumers applying for an internal replacement. Additionally, Athene reserves the right to contact any consumer directly as part of its standard of care review.

For additional information regarding consumer contact, please see [form 21841](#).



# Standard of Care Guidelines for Producers - Suitability and Best Interest



## Declines:

There are situations where Athene will decline to issue a contract because the recommendation does not comply with the applicable standard of care. Examples of those situations may include, but are not limited to:

- Annuities that are funded with funds from a reverse mortgage or mortgage related transaction.
- Replacements of an annuity with an Athene annuity where the net surrender loss, after any applicable Athene premium bonus, exceeds 2%. If replacing a variable annuity, Athene will consider any annual fees that the consumer may save as part of the replacement. Please remember Income Base Bonuses and Benefit Base Bonuses cannot be used to offset surrender loss.
- Replacements that would result in any net surrender loss, after any applicable Athene premium bonus, in **California and New York**.
- Athene does not accept any replacements that are still within the surrender charge schedule in **Minnesota**, including penalty free withdrawals/replacements.
- Replacements of an income rider product with an Athene income rider product where the income guaranteed by the Athene product is less than what the product being replaced would guarantee at the time the consumer(s) anticipates starting income.
- Replacement of an annuity with an income rider, or a two-tiered annuity that provides an income payout, with an Athene annuity that does not have an income rider without appropriate rationale and documentation.
- Replacements of annuities with high death benefit and/or death benefit rider values, including both lump sum and annuitized payouts.
  - » If the difference between the surrender value, after any applicable Athene premium bonus, and the death benefit value/death benefit rider value is higher than the guidelines below:
    - Consumer(s) Age 69 and under: difference of 10%;
    - Consumer(s) Age 70-74: difference of 5%; or
    - Consumer(s) Age 75 and above: difference of 3%
  - » For replacements where Athene will provide a higher guaranteed income payout, Athene will provide an income rider that is not currently available to the consumer or where a variable annuity is being replaced for principal protection, the difference between the surrender value, after any applicable Athene premium bonus, and the death benefit value/death benefit rider value is higher than the guidelines below:
    - Consumer(s) Age 69 and under: difference of 20%;
    - Consumer(s) Age 70-74: difference of 15%; or
    - Consumer(s) Age 75-79: difference of 10%; or
    - Consumer(s) Age 80 and above: difference of 3%
- Replacements of annuities with a 4% or higher guaranteed fixed rate or current fixed rate.
- The consumer needs/objectives indicated on the applicable Suitability and Best Interest Worksheet are not met by the product selected. A consumer's needs/objectives cannot be changed to fit the product being purchased. A new product would need to be solicited that would meet all the consumer's previously selected needs/objectives.
- The consumer has less than \$500 disposable monthly income **and** has less than twelve months of income covered by liquid assets.
- The consumer is currently unemployed and does not have a spouse (or domestic partner, if applicable under state law) with monthly income sufficient to cover all household monthly expenses, excluding any unemployment income.
- Insufficient Liquid Assets
  - » A consumer under the age of 59.5 that has less than three months of expenses covered by liquid assets.
    - Liquid assets cannot include any qualified assets.
    - Allowable liquid assets include checking/savings, stocks/bonds, non-qualified mutual funds, non-qualified certificates of deposit and non-qualified money markets.





# Standard of Care Guidelines for Producers - Suitability and Best Interest



- » A consumer that is age 59.5 or above that has less than six months of expenses covered by liquid assets.
  - In addition to the allowed liquid assets listed above, consumers age 59.5 or above may include qualified assets, annuities out of the surrender period, free withdrawals and pension/401k funds (if the consumer is separated from service) as part of their liquid assets.
- » Athene does not allow the consumer's personal property to be included in their household liquid assets. Examples of personal property include: Guns, furniture, appliances, other household items, clothing, jewelry, etc. Other examples of items that cannot be considered as part of the consumer's liquid assets are: Health savings accounts (HSA), cash value of life insurance, home equity lines of credit (HELOC), lines of credit, funds from a reverse mortgage, equipment/tools/tractors/farm equipment, antiques, etc. If any of these items are used as part of the consumer's liquid assets, corrections will be required from the consumer and/or Athene may be unable to accept the application.
- Athene does not allow the consumer's primary residence/land, automobiles (including motorcycles, boats, ATVs, classics, vintage, etc.) or personal property to be included in their household net worth. Examples of personal property include: Guns, furniture, appliances, other household items, clothing, jewelry, etc. If any of these items are used as part of the consumer's net worth, corrections will be required from the consumer and/or Athene may be unable to accept the application.
- A lack of information to support the sales recommendation.
- Contact with the consumer(s) indicates:
  - » A general lack of awareness about the sales transaction including the benefits/features of the annuity and/or conditions, limitations, or restrictions on receiving funds from the Athene annuity.
  - » That their financial information, financial situation, future needs and/or objectives were not discussed with the writing producer prior to completing the application.
- Exceeding Athene's annuity premium to net worth guidelines:
  - » For consumers with a net worth of \$100,000 or under, Athene does not accept applications for consumers who currently have or would have higher than 50% of their net worth in annuities.
  - » For consumers with a net worth above \$100,000, Athene will potentially accept up to 70% of their net worth in annuities. Approval up to 75% is at the discretion of Athene and additional information may be required from the consumer and/or producer. Athene does not accept applications for consumers who currently have or would have higher than 75% of their net worth in annuities.
- Inconsistent information from the producer, consumer(s) and/or the documentation submitted.
- Replacement of an annuity issued within the previous 24 months, including penalty free withdrawals or if the annuity has not yet reached its first crediting anniversary, whichever is longer.
- Purchasing an Athene annuity in order to attempt to qualify for means-tested government benefits in **California**.
- An Athene annuity does not provide Long Term Care (LTC) insurance nor is it a substitute for such coverage. Therefore, an LTC benefit is not an acceptable reason to purchase an Athene annuity. Any reference to LTC will require producer and/or customer corrections to the Suitability/Best Interest Worksheet.
- FL specific guidelines
  - » Income does not cover all household living expenses including medical expenses.
  - » Household income is not sufficient to cover future changes in household living and/or out-of-pocket medical expenses during the surrender charge period.
  - » The consumer or the consumer's household does not have emergency funds for unexpected expenses.
  - » The consumer refused to provide or provided limited information at the time of solicitation.
  - » The annuity purchase is not based on the recommendation of the agent or the insurer.
- NY specific guidelines
  - » The consumer does not understand and/or does not accept that there are non-guaranteed elements in the annuity.
  - » The producer did not describe the limitations, if any, on the types of financial products they can offer before recommending the annuity.



# Standard of Care Guidelines for Producers - Suitability and Best Interest



- » The producer did not determine, based on the customer's objectives, risk tolerance, financial circumstances and needs, that the purchase of a fixed annuity was in the customer's best interest.
- » In the producer's professional opinion, the annuity was not in the customer's best interest as compared to other annuity options.

## Non-Resident Sales/Cross-Border Sales

The Athene standard of care review process also includes review of non-resident sales for compliance with state regulations. A "non-resident sale" (sometimes referred to as a "cross-border sale") occurs whenever a customer buys an annuity contract outside his or her state of residence. You and the consumer(s) should be aware that some states prohibit cross-border sales to residents of their states in general.

- It is Athene's interpretation that the following states do not permit sales of insurance products to their residents outside their state of residence: Arkansas, Massachusetts, Minnesota, Mississippi, New York, Utah, Washington, and Wisconsin. Athene does not allow for such sales and will decline any application for a cross-border sale to residents of these states. Note, non-resident prohibitions vary for Arkansas and Mississippi residents. Please review the Non-Resident Information Sheet ([form 16257](#)) for additional information on Athene's rules for these sales.

Even in cases in which the sale is appropriately in a state other than the applicant's residence state, the Non-resident Information Sheet is completed and an explanation for the non-resident sale is provided, Athene reserves the right to decline applications based on the information provided or other information known to the Company. State insurance departments closely examine transactions in which residents of their states are being sold insurance products outside their jurisdiction. The repercussions for producers and insurance companies can be severe, and may include the issuance of fines or penalties, remediation, or suspension of producer licenses.

## Summary:

Athene's standard of care program is designed to benefit consumers and help producers meet and/or exceed regulatory requirements. It is required that every recommendation you make to purchase or exchange an Athene annuity product be appropriate for the consumer under the applicable standard of care. A decision to recommend an annuity should be based on a careful analysis of the information gathered from the consumer. By making sure consumers understand the features, benefits, risks, costs and fees associated with the annuity, you can help ensure consumer satisfaction and compliance with regulatory requirements.

## Questions

The Athene Sales Desk is happy to discuss the appropriateness of a potential sale with you. While we cannot make a determination that a recommendation would satisfy the applicable standard of care over the phone, we can discuss the case and let you know of any questions or concerns we may have based on the information you share. Simply call the Sales Desk at 888-ANNUITY (266-8489) during normal business hours or visit [Athene Connect](#), our producer website.



**Athene Life and Annuity Company**  
West Des Moines, IA 50266-3862

**Athene Annuity & Life Assurance  
Company of New York**  
Pearl River, NY 10965

Athene.com

