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COMPANY CONTACT



WEBSITE

 upstreamlife.us


MARKETING & SALES CONTACT INFORMATION

 833.850.8198  marketing@upstreamlife.us  PO Box 2940 • Oxford, MS 38655

CONTRACTING & ADMINISTRATION CONTACT INFORMATION


 866.658.8198  **Fax**
336.464.2308 (Customer Service)
336.464.2343 (New Business/Licensing)
336.464.2913 (Claims)


 **General Email**
upstreamcustomerservice@actmanre.com

 **New Business Email**
upstreamnewbusiness@actmanre.com

 **Claims Email**
upstreamclaims@actmanre.com

SOCIALS

 [@upstreamlife](#)

 [@UpstreamLifeUS](#)

ADMINISTRATIVE PROCEDURE

- Policies are reviewed and issued daily
- Policies will be sent to the producer via the email address you provide us
- Policies are effective the day premium is received
- Commissions are paid weekly by direct deposit

PRODUCER REQUIREMENTS

- Current AML certification
- E&O coverage
- Product specific training
- State specific training

PRODUCT SUMMARY

The Upstream Life Secure Legacy MYGA is an industry leading single premium fixed annuity offering a multi-year guaranteed interest period. This annuity accrues compound interest in a tax deferred manner and offers income and death friendly features and riders.

PRODUCT SPECIFICATIONS

Initial Guarantee Periods

2, 3, 4, 5, 6, 7, 10 & 15 year

Markets

Qualified & Non-Qualified

Issue Ages

0-80 81 & up*
(*death benefit rider required)

Minimum Contract Value

\$10,000

Maximum Contract Value

\$1,000,000
(without home office approval)

Death Benefit

Cash Surrender Value
Death Benefit Rider Available

FREE WITHDRAWAL

Accumulated Interest

- After 30 days
- Minimum withdrawal \$100
- Lump sum or equal monthly or quarterly payments

Required Minimum Distribution

- After first anniversary date
- Minimum withdrawal \$100
- Current RMD must be taken prior to transfer/rollover

10% Free Withdrawal Rider

- Beginning second contract year
- Up to 10% of contract value at most recent anniversary date
- Costs 15-basis point reduction in crediting interest rate

- Minimum withdrawal \$100
- Lump sum or equal monthly or quarterly payments

Guarantee Period	Surrender Charge Period*														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2 - Year	10%	9%													
3 - Year	10%	9%	8%												
4 - Year	10%	9%	8%	7%											
5 - Year	10%	9%	8%	7%	6%										
6 - Year	10%	9%	8%	7%	6%	5%									
7 - Year	10%	9%	8%	7%	6%	5%	5%								
10 - Year	10%	9%	8%	7%	6%	5%	5%	5%	5%	5%					
15 - Year	10%	9%	8%	7%	6%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%

For issue ages 55+, the 15-year Guarantee Period will have surrender charges reduced to 0% in years 11+
Surrender charge 5% during any renewal Guarantee Period

*Surrender charges may vary by state.

MARKET VALUE ADJUSTMENT

The MVA is the factor by which we adjust your account value, and is based on the Constant Maturity Treasury rate (CMT) appropriate for any guarantee period as follows:

$$MVA = \left(\frac{1 + r_0 - 0.25\%}{1 + r_1} \right)^t$$

Initial Period	CMT Rate
2 Years	2 Year CMT Rate
3 Years	3 Year CMT Rate
4/5 Years	5 Year CMT Rate
6/7 Years	7 Year CMT Rate
8/9/10 Years	10 Year CMT Rate
15/20 Years	20 Year CMT Rate

Where:

r_0 = CMT Rate on market day immediately prior to the current guarantee period less 0.25%

r_1 = CMT Rate on market day immediately prior to the calculation of the MVA factor

t = number of years, including partial years, remaining in the current guarantee period and is calculated by using the number of days until the end of the current guarantee period divided by 365. During the 30 days following the end of the initial guarantee period or a renewal guarantee period and when the contract is not in the initial guarantee period or a renewal guarantee period, $t = 0.083$.

The MVA can be positive or negative and will never cause the cash surrender value to be greater than the account value or less than the minimum guarantee value. In addition, any limitation imposed by the account value and minimum guarantee value limits will result in an equal dollar amount limit in the opposite direction. The MVA applies through the life of the contract; if the annuity is renewed new MVA rates will be determined using the renewal date and the renewal guarantee period.

DEATH BENEFIT RIDER

- Death Benefit equal to contract value
- Costs 25-basis point reduction in crediting interest rate
- Rider required for issue ages 81+

APPLICATION PROCESS

PROCESS

- Applications will be submitted digitally through the agent portal. Paper apps may be submitted as well.
- Use only one submission method.
- The current year's RMD should be taken prior to transfer/rollover.
- Submit applications and forms to your upline, if required.
- PDF applications are currently available upon request from marketing@upstreamlife.us
- Delivery receipts required for all annuities prior to payment of commissions in states where delivery receipts are required by statute.
- Delivery receipts will be sent via the policy packet and can be returned via email to upstreamcustomerservice@actmanre.com

SUBMITTING APPLICATIONS IN GOOD ORDER

The following forms are required for all applications:

- Application
- Annuity Suitability Questionnaire
- W-9
- Additional forms appropriate to the application

TRUSTEE CERTIFICATION OF TRUST

If the owner or beneficiary is a trust, please complete a trustee certification of trust form and include a copy of the following pages from the trust documents with the application:

- Page indicating name of trust
- Signature page of trust document
- TIN (tax identification number) for the trust
- Application must be signed with a designation after each signature
- In addition to the trustee certification, please complete a trust and other non-natural owner form

NON-NATURAL OWNERS, INTEREST, & COMMISSIONS

OWNER/BENEFICIARY AS A CORPORATION, NON-PROFIT ORGANIZATION OR ENTITY

If the owner or beneficiary is a corporation/entity, please include a copy of the following with the application:

- Certificate of existence/certificate of good standing
- TIN (tax identification number)
- Application must be signed with a designation after each signature
- In addition of the certification of existence/certificate of good standing

INTEREST RATE CHANGES

Upstream Life Insurance Company will notify producers of crediting rate changes.

Interest Rate can be locked in 60 days from the applicaiton signature date by meeting these requirements:

- Application received "in good order"
- All paperwork received in administrative office within 10 business days of the application signature date

COMMISSION CHARGEBACKS

Commission chargebacks as specified in your independent producer contract.

Chargebacks to commissions for withdrawals during the first year:

Surrender

Months 1-6: 100%

Months 7-12: 50%

Death

Months 1-6: 100%

Months 7-12: 50%

Accumulated Interest

Months 1-6: 0%

Months 7-12: 0%

PRODUCT DESCRIPTIONS

ISSUE AGE USED FOR COMMISSION AND POLICY

- If joint ownership, age of younger of the two joint owners
- In non-natural owner, age of youngest annuitant
- Joint owners/annuitants: 50/50 ownership assumed for tax purposes
- Joint ownership only allowed for non-qualified annuities

RENEWALS

During the thirty (30) days after the end of any guarantee period, you may choose one of the following options, to take effect on your contract anniversary just passed:

(1) Begin a new guarantee period for a period currently offered by us:

- A. Continue your contract with a renewal guarantee period, at a renewal guarantee period rate that may be different from the interest rate in any preceding guarantee periods; or
- B. Make a partial surrender, with no surrender charge and apply the remaining account value to continue your contract for a renewal guarantee period, at a renewal guarantee period rate that may be different from the interest rate in any of the preceding guarantee periods.

(2) Make a full surrender of the contract for the account value with no surrender charge.

We will mail a notice at least 15 days but not more than 45 days prior to the beginning of the application period where you have the ability to surrender the account value.

Unless you select one of the options shown above, your contract will continue automatically for another renewal guarantee period of 5 years at a new renewal guarantee period rate. The new renewal guarantee period will not extend beyond the maturity date. If your contract is continued for a renewal guarantee period, the surrender charges and surrender charge period applicable to the renewal guarantee period are shown in the renewal contract specification.

Producer commissions of 50% of the base commission in the initial guarantee period are paid upon renewal.

SETTLEMENT OPTIONS

DISCLOSURE

We will pay the settlement option proceeds as a life annuity with a five-year certain period, unless you make a written request for a different settlement option that may be available from us at that time. Settlement option values will be calculated using a 1% interest rate and the 2012 individual annuity mortality period table with projections scale G2 (2012 IAR).

The annuitant is the person(s) whose life the income payments are based upon.

The following settlement options are available:

Income for a Stated Period

You may specify a payment period between 5 and 20 years and the frequency of the payments. If annuitant dies before the end of the benefit payment period, the beneficiary may elect to receive the remaining payments as scheduled or receive the present value of any unpaid benefits in a lump sum.

Income for a Stated Amount

You may specify a stated amount for the periodic payment and the frequency of the payments. The amount stated must be such that the proceeds applied under this option, will be fully distributed in a period not less than 5 years and not to exceed 30 years. The final payment will be for any balance not greater than the periodic payment amount. The beneficiary will receive any unpaid proceeds if the annuitant dies before all proceeds have been paid.

Income for Life

Payments will be paid at the frequency chosen by you and will continue for the lifetime of the annuitant. Payments will end upon the last payment made prior to the annuitant's death.

Income for Life with a Period Certain

You may specify a payment period between 5 and 20 years and the frequency of the payments. The payments will continue for the lifetime of the annuitant following the period certain. If an annuitant dies during the period certain, the beneficiary may continue to receive the payments until the end of the period certain or elect to receive the present value of the remaining payments in the period certain in a lump sum. If the annuitant dies after the end of the selected period certain, payments will cease following the last payment made prior to the annuitant's death.

Additional Options

Payments may be provided under other income options not described in this section. Contact our administrative office for more information.

Payment amounts will be provided upon request.

The settlement annuity benefits at the time of commencement will not be less than those that would be provided by the application of the cash surrender value to purchase a single premium immediate annuity contract at purchase rates offered by us at the time to the same class of annuitants.

We will issue a supplementary contract in exchange for this contract, stating the terms under which we will make payments of proceeds. The supplementary contract specifies to whom we pay any remaining proceeds, if the payee dies. once a supplementary contract is in effect the method of pay-out cannot be changed.

DEATH SCENARIOS

What happens if a party to the contract dies during a [Guarantee Period](#)?

Ownership Arrangement	Who Dies	Result
Annuitant and owner are the same	Annuitant/Owner	Death benefit is paid to the beneficiary unless the designated beneficiary is a natural person and the owner's spouse, in which case they may continue the contract in his or her name as the new owner and annuitant
Annuitant and owner are the same and there are joint owners and annuitants	One of the joint annuitants/owners	Contract will continue until death of second annuitant or second owner
Annuitant and owner are different individuals	Owner	Death benefit is paid to the beneficiary unless the designated beneficiary is a natural person and the owner's spouse, in which case they may continue the contract in his or her name as the new owner and annuitant
Annuitant and owner are different individuals	Annuitant	Death benefit is paid to the beneficiary unless the designated beneficiary is a natural person and the owner's spouse, in which case they may continue the contract in his or her name as the new owner and annuitant
Annuitant and owner are different individuals and there is joint ownership of the policy	One of the joint owners	Contract will continue until death of annuitant or second owner
Annuitant and owner are different individuals and there is joint ownership of the policy	Annuitant	Death benefit is paid to the beneficiary unless the designated beneficiary is a natural person and the owner's spouse, in which case they may continue the contract in his or her name as the new owner and annuitant
Annuitant and owner are different individuals and there is joint ownership of the policy	Owner	Death benefit is paid to the beneficiary unless the designated beneficiary is a natural person and the owner's spouse, in which case they may continue the contract in his or her name as the new owner and annuitant
Annuitant and owner are different individuals and there are joint annuitants	One of the joint owners	Contract will continue until death of annuitant or second owner
Annuitant and owner are different and the owner is not a beneficiary	Annuitant	Death benefit is paid to the beneficiary

DEATH SCENARIOS

What happens if a party to the contract dies during a [Pay-Out Period](#)?

Ownership Arrangement	Who Dies	Result
Annuitant and owner are the same	Annuitant/Owner	Any remaining payments will continue to the beneficiary
Annuitant and owner are the same and there are joint owners and annuitants	One of the joint annuitants/owners	Any remaining payments will continue to the owner/owners, until the death of the second annuitant or second owner, at which point any remaining payments will continue to the beneficiary
Annuitant and owner are different individuals	Owner	Any remaining payments will continue to the beneficiary
Annuitant and owner are different individuals	Annuitant	Any remaining payments will continue to the beneficiary
Annuitant and owner are different individuals and there is joint ownership of the policy	One of the joint owners	Any remaining payments will continue to the owner/owners, until the death of the second annuitant or second owner, at which point any remaining payments will continue to the beneficiary
Annuitant and owner are different individuals and there is joint ownership of the policy	Annuitant	Any remaining payments will continue to the beneficiary
Annuitant and owner are different individuals and there are joint annuitants	Owner	Any remaining payments will continue to the beneficiary
Annuitant and owner are different individuals and there are joint annuitants	One of the joint owners	Any remaining payments will continue to the owner/owners, until the death of the second annuitant or second owner, at which point any remaining payments will continue to the beneficiary
Annuitant and owner are different and the owner is not a natural person (trust, corporation, etc.)	Annuitant	Any remaining payments will continue to the beneficiary

ANNUITY PRODUCT TRAINING

CERTIFICATION & ACKNOWLEDGEMENT FORM

I hereby acknowledge I have received the appropriate product training and understand the benefits and provisions of the Upstream Life annuity products currently being offered. I completed these requirements on the date shown below.

AGENT'S NAME

PRODUCTION #

COMPLETION DATE

NOTE: This product training does not fulfill the state 4 hour training requirement.

Please return this form to Upstream Life via one of the options below:

[Upstream Life Business Office](#)

Fax: 336.464.2343

Email: upstreamnewbusiness@actmanre.com

Mail: Upstream Life Insurance Company
PO Box 17039
Winston-Salem, NC 27116



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upstreamlife.us

