

Participant Loan Agreement

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Zurich American Life Insurance Company (ZALICO)

Administrative Offices:
PO Box 19097
Greenville, SC 29602-9097
800/449-0523

Participant Name _____

Contract Number _____

Daytime Phone Number _____

Section 1: Loan Limits (See Section 9 for more information)

1. A participant may have no more than four loans per policy at any one time.
2. Once a loan has defaulted, no further loans will be issued until all defaulted loans have been repaid in full.
3. If the current policy value is greater than or equal to \$20,000 or the policy is part of an ERISA plan, the maximum loan allowable under this agreement is the lesser of: (1) 50% of the vested policy value minus the current loan balance or (2) \$50,000 reduced by the highest loan balance outstanding during the prior 12 months.
4. If the current policy value is less than \$20,000 and is not part of an ERISA plan, the maximum loan allowable under this agreement is the lesser of: (1) \$10,000 minus the current loan balance or (2) 50% of (the vested policy value less loan collateral lien and remaining withdrawal charges).
5. A minimum surrender value of \$1,000 must be maintained.

Loans you have had in the past 12 months from other employer sponsored retirement plans may count against these limits and may reduce the maximum loan available from your ZALICO annuity. Please check one of the following statements as it applies to you:

- I have not had any loans outstanding from other employer sponsored retirement plans during the past twelve months.
- I have had an outstanding loan from another employer sponsored retirement plans during the past twelve months. I have completed the attached worksheet on page 3 and hereby certify that the loan amount requested does not exceed aggregate loan limits under IRC Section 72(p).

Section 2: Loan Amounts (Minimum Loan is \$1,000)

Loan amount requested: \$_____ Maximum loan not to exceed limits defined in Section 1

(See Section 11 for information on ERISA)

Section 3: Loan Origination

Employer Contributions (To be completed by Plan Administrator)

Are loans allowed from vested employer contributions? Yes No

If so, please indicate the percentage vested _____%

Loan Account

Loans may not be taken from variable subaccounts; therefore it may be necessary to transfer funds from your subaccounts to cover your loan. In the space provided below, please indicate from which subaccounts you would like to transfer funds.

Special note to contract holders: 125% of your outstanding loan balance will be assigned as security for your loan.

If this section is not completed and a transfer is necessary to secure your loan and accumulated interest, ZALICO will transfer assets to the loan account on a pro-rata basis on your behalf to secure the loan.

(Indicate Variable Subaccount or General Account)	Dollar (\$) Amount to Transfer or Percentage (%) of Required Transfer From Each Subaccount
_____	_____
_____	_____
_____	_____
_____	_____

Section 4: Loan Terms

Full repayment of all outstanding loans will be due prior to any transfer or rollover to another provider. Due dates for the quarterly loan repayments are February 1, May 1, August 1 and November 1. (See Section 12 for details). The quarterly loan repayment amount may be calculated using the attached worksheet. By signing this loan agreement, the participant certifies that the loan will be made for the term and reason designated below. Once a term is selected, it cannot be changed.

Check One: This is a non-home loan to be paid in equal quarterly repayments over 5 years.

This loan will be used to acquire my principal residence. I understand this is NOT a mortgage and that interest on this loan is NOT tax deductible. This loan will be repaid in equal quarterly repayments over: (not greater than 20 years)

- 5 years 10 years 15 years 20 years

RETURN TO ZURICH AMERICAN LIFE INSURANCE COMPANY

Section 5: Loan Repayment Options

All loan repayments are used to reduce your outstanding loan balance. Following each payment, any loan collateral amount in excess of the remaining loan balance will be allocated according to your future allocations.

Any repayments allocated to interest bearing accounts will receive the new money rate in effect.

Loan repayments may be made via electronic debit. To sign up for ZALICO pre-authorized checking program for loan repayments, please complete the **Pre-Authorized Checking (PAC) Agreement Form (ZA-8176)**.

Section 6: Mailing Instructions (If not completed, check will be mailed to the Policy Owner's address of record.)

Mail to: Participant address of record Owner address of record

Payee _____ Account Number (if any) _____

Address/FBO _____ Daytime Phone Number _____

Street Address _____ City _____ State _____ Zip _____

Please reduce the amount of my loan check by \$10.00 and express mail the check to the address indicated above. Please note, express mail will not be delivered to a PO Box.

I wish to use Electronic Funds Transfers (Direct Deposit). I authorize ZALICO to correct electronically any overpayment of erroneous credits made to my account. **Please attach a voided check.**

Section 7: Signatures

The Owner and Participant hereby certify that the information provided in this loan agreement is complete and accurate. The Owner and Participant acknowledge that any loan that is not in compliance with the requirements of Internal Revenue Code Section 72(p) shall be taxable income, and the Owner and Participant accept full responsibility for compliance with its provisions. The Owner and Participant understand that ZALICO accepts no responsibility concerning adherence to these requirements of the loan, and agree to hold ZALICO harmless for any liability as a result of this loan. ZALICO recommends that the Owner and Participant consult a tax advisor regarding the tax implications of a loan under this agreement.

By signing below the Owner and Participant certifies that he/she has read and understands the loan agreement and that the loan amount requested in Section 2 is within the prescribed limits of IRC Section 72(p). The Participant also certifies that he/she has fully disclosed all information regarding loans from other employer sponsored retirement plans in determining the overall loan limit under IRC Section 72(p).

ZALICO suggests that you consult your attorney or tax advisor if you have had a loan outstanding from another employer sponsored retirement plan during the last 12 months

Owner (print name) _____ Owner Signature _____ Date _____

Name of Participant (if other than owner) _____ Participant Signature _____ Date _____

Plan Administrator (print name) _____ Plan Administrator Signature (if any) _____ Date _____

Spousal Consent for Community Property States:

If the plan participant is a resident of AZ, CA, ID, LA, NV, NM, TX, WA or WI, spousal consent is required unless he/she has no legal spouse.

Participant has no legal spouse.

Spouse (print name) _____ Spouse Signature _____ Date _____

Spousal Consent for ERISA Plans:

I hereby consent to the loan request as stated above. I understand that a spouse is guaranteed certain rights to assets in this retirement account by federal law and that these include the right to a pre-retirement survivor's annuity and a joint and survivor annuity and that these rights could be diminished by an annuity loan which is not repaid.

Participant has no legal spouse.

Spouse (print name) _____ Spouse Signature _____ Date _____

Witnessed by: Plan Administrator (print name) _____ Plan Administrator Signature _____ Date _____

Quarterly Loan Repayment Calculation

5, 10, 15, and 20-Year Loans

Your loan interest rate is specified in your policy pages.

You borrow \$10,000 for 5 years and your policy specifies a loan interest rate of 5.50%. To determine the loan repayment, select the 5-year repayment factor from the corresponding section below and multiply it by \$10,000.

Example: 5-year loan = \$10,000
5-year loan repayment factor @ 5.50% = 0.0574
 $\$10,000 \times 0.0574 = \574.00
The loan repayment is \$574.00 per quarter for 5 years.

Repayment Factor to Determine Quarterly Loan Repayments

Loan Interest Rate	5-Year Factor	10-Year Factor	15-Year Factor	20-Year Factor
5.00%	0.0567	0.0318	0.0236	0.0197
5.25%	0.0570	0.0321	0.0240	0.0201
5.50%	0.0574	0.0325	0.0244	0.0205
5.75%	0.0577	0.0329	0.0248	0.0209
6.00%	0.0581	0.0332	0.0252	0.0213
6.25%	0.0584	0.0336	0.0256	0.0217
6.50%	0.0587	0.0340	0.0260	0.0222
6.75%	0.0591	0.0343	0.0264	0.0226
7.00%	0.0594	0.0347	0.0268	0.0230
7.25%	0.0598	0.0351	0.0272	0.0234
7.50%	0.0601	0.0354	0.0276	0.0239
7.75%	0.0605	0.0358	0.0280	0.0243
8.00%	0.0608	0.0362	0.0284	0.0247
8.25%	0.0612	0.0366	0.0288	0.0252
8.50%	0.0615	0.0369	0.0292	0.0256
8.75%	0.0619	0.0373	0.0296	0.0261

Loan Information Sheet To be retained for Participant's records

Enter your loan amount, loan term and the date the loan was requested.
Detach and retain this sheet for your records.

Section 8: Loan Request Information

Loan amount requested: \$ _____ Maximum Loan Available
Loan Terms: 5 Years 10 Year Home Loan 15 Year Home Loan 20 Year Home Loan
Date of Request: _____

Section 9: Loan Amount and Other Terms

A loan under this agreement will be made directly to the plan Participant (Annuitant under the policy)

Loan Maximum

1. A participant may have no more than four loans per policy at any one time.
2. Once a loan has defaulted, no further loans will be issued until all defaulted loans have been repaid in full.
3. If the current policy value is greater than or equal to \$20,000, or the policy is part of an ERISA plan, the maximum loan allowable under this agreement is the lesser of: (1) 50% of the vested policy value minus the current loan balance or (2) \$50,000 reduced by the highest loan balance outstanding during the prior 12 months.
4. If the current policy value is less than \$20,000 and is not part of an ERISA plan, the maximum loan allowable under this agreement is the lesser of: (1) \$10,000 minus the current loan balance or (2) 80% of (the policy value less loan collateral lien and remaining withdrawal charges).
5. A minimum surrender value of \$500 (or as stated in policy pages) must be maintained.

Examples:

1. If your current vested ZALICO policy value is \$35,000, with no outstanding loan, the maximum loan available to you is 50% of the nonforfeitable policy value, or \$17,500.
2. If your current vested ZALICO policy value is \$15,000, with a loan balance of \$5,000, the maximum loan available to you is \$5,000.
3. If your current vested ZALICO policy value is \$60,000 and your highest outstanding loan balance with another carrier during the prior twelve months was \$40,000, your maximum loan would be \$50,000 minus your highest outstanding loan balance (\$40,000), or \$10,000.

Other Outstanding Loans

In general, account values and outstanding loans from all 403(b), 401(a), 457(b) and 401(k) plans should be added together to determine the maximum loan available under IRC Section 72(p). If you have loans from other employer retirement plans, we strongly suggest you consult your tax advisor before taking a loan from your ZALICO annuity.

Policies with Employer and Employee Contributions—The loan will be applied to these contributions on a prorated basis. Only vested employer contributions can be used for a loan.

Section 10: Fixed Interest Loans

Rate Charged—The loan interest rate charged is the interest rate specified for loans under the policy.

Rate Credited—The loan balance under the policy will be credited with interest at the rate specified in the policy.

Collateral—An amount of the policy value equal to 125% of the outstanding loan balance is assigned as security for the loan.

Section 11: ERISA Loans

All loans must meet the requirements of Section 402 of the Employer Retirement Income Security Act of 1974 (ERISA). It is the responsibility of the Plan Trustee or Plan Administrator to determine whether the loan terms of this agreement comply with their plan and all applicable provisions of ERISA.

ERISA Applicability—Please check with your plan administrator to determine if ERISA applies to the policy.

ERISA Provisions—50% of the vested policy value less outstanding loans up to a \$50,000 maximum is permitted.

ERISA Loan Interest Rates

Rate Charged—The loan interest rate charged is based on the Moody's Average-Monthly Corporate rate published by Moody's two calendar months prior to the date of the loan, rounded to the nearest .25% (ERISA Rate). This rate will be stated in the transaction confirmation.

Rate Credited—The loan balance under the policy will be credited with interest at a rate equal to the applicable ERISA Rate minus 2.5%.

Section 12: Loan Repayments for all Loans

Loan Period—The loan period is five (5) years unless the loan is used to acquire a principal residence of the plan Participant, in which case the loan term may be 5, 10, 15 or 20 years.

Equal Quarterly Installments—The loan must be repaid in equal quarterly repayments of interest and principal over the loan period. Loan repayments are not tax deductible and may not be made through pre-tax salary reductions.

Loan Repayment Due Dates—The following guidelines will be used to determine the 1st due date on issued loans: Loans taken 10/1-12/31 will be due 2/1, loans taken 1/1-3/31 will be due 5/1, loans taken 4/1-6/30 will be due 8/1, and loans taken 7/1-9/30 will be due 11/1. Quarterly loan repayments will be due each 2/1, 5/1, 8/1, and 11/1 following the initial payment for the term of the loan. A repayment is considered timely if it is received within 90 days of the due date.

Full repayment of all outstanding loans will be due prior to any transfer or rollover to another provider.

Prepayments—Prepayment will reduce the loan term and will accelerate the due date accordingly.

Section 13: Missed/Untimely Loan Repayments on 403(b) Plans

Withdrawal/Loan Repayments

If a payment is missed or is untimely, the Participant authorizes ZALICO to withdraw an amount equal to the missed/untimely loan payment and make a loan repayment on his/her behalf. The Participant will receive a 1099R to report the withdrawal/loan repayment to the IRS. The withdrawal amount is reportable as income on the Participant's Form 1040.

A withdrawal/loan repayment may be made only if the following applies:

- The loan is secured by values attributable to contributions made on or before December 31, 1988 or other unrestricted rollover contribution
- The loan was issued at least in part from employer contributions and the loan is secured by values attributable to employer contributions
- Participant has attained age 59 1/2
- Participant notifies ZALICO that he/she has separated from service
- Participant notifies ZALICO that he/she is disabled
- ZALICO is notified that the participant is deceased

Distributions Restricted on Certain 403(b) Plans

If none of the conditions listed above apply, the Internal Revenue Service requires that the **entire outstanding loan balance be treated as a deemed distribution and be reported as taxable income**. The Participant will receive a 1099R to report the loan default. This amount will be taxable income subject to regular income taxes in the year in which the loan defaulted.

The reporting of a defaulted loan will not reduce the outstanding loan balance, and interest will continue to accumulate at the specified rate.

Section 14: Loan Default

Failure to comply with the provisions of this loan agreement will constitute a loan default. Examples of such failure include, but are not limited to, the failure to make timely loan repayments and the failure to repay the entire loan within its specified time period, i.e., five (5) years.

ZALICO has the right to foreclose on the security placed on the loan, subject to the restrictions of IRC Section 403(b)(11).

A loan default will be reported to the Internal Revenue Service as a taxable distribution and will be subject to income taxes.

Treatment of Outstanding Loan Balances When Policy is Surrendered, Annuitized or Participant Dies—In the event there is an outstanding loan balance when the policy is surrendered or annuitized or when a death benefit is paid, the amount payable under the policy will be reduced by the outstanding loan balance. Generally, the loan balance will be taxable income at that time.

Section 15: Other Loan Agreement Terms

The Participant will be responsible for the compliance with IRC Section 72(p) as it relates to this plan and all other 403(b), 401(k), 457(b) and 401(a) plans in which he/she participates. The Participant should consult his/her Plan Administrator or tax advisor to determine the relationship between this loan agreement and his/her plan. No agent or representative of ZALICO is authorized to alter, change or waive any of the terms or conditions of this loan agreement or bind ZALICO by any statement or representation as to the terms of a loan under the policy.