



**GAFRI COMPANY: (CHECK ONE)**

- GREAT AMERICAN LIFE INSURANCE COMPANY®  
PO Box 5420, Cincinnati, OH 45201-5420; 800-854-3649
- GREAT AMERICAN LIFE INSURANCE COMPANY® (Formerly National Health)  
PO Box 5420, Cincinnati, OH 45201-5420; 800-952-8138
- ANNUITY INVESTORS LIFE INSURANCE COMPANY® (Fixed Annuities)  
PO Box 5420, Cincinnati, OH 45201-5420; 800-854-3649
- ANNUITY INVESTORS LIFE INSURANCE COMPANY® (Variable Annuities)  
PO Box 5423, Cincinnati, OH 45201-5423; 800-789-6771
- LOYAL AMERICAN LIFE INSURANCE COMPANY<sup>SM</sup>  
PO Box 5446, Cincinnati, OH 45201-5446; 800-771-2140
- UNITED TEACHERS ASSOCIATES  
PO Box 5420, Cincinnati, OH 45201-5420; 866-423-7283

**QUALIFIED ANNUITY CONTRACT LOAN APPLICATION AND AGREEMENT**

Annuitant/Participant:	Contract/Certificate Number:	
Address:	Social Security Number:	
City/State/Zip:	Daytime Phone #: ( ) ( )	Evening Phone #: ( ) ( )
Is this the owner's new address? <input type="checkbox"/> YES <input type="checkbox"/> NO		

I HEREBY APPLY FOR A NEW LOAN under the contract/certificate identified above, subject to the Additional Loan Terms and Conditions section, which is a part of this Qualified Annuity Contract Loan Application and Agreement.

I REQUEST A NEW LOAN IN THE AMOUNT OF \$ [ ] or, if less, the maximum NEW LOAN available.

THE NEW LOAN: INITIAL ONE (If neither or both boxes are initialed, the NEW LOAN will be considered non-residential)

WILL NOT BE USED TO PURCHASE MY PRINCIPAL RESIDENCE. The maximum term is 5 years.

WILL BE USED TO PURCHASE MY PRINCIPAL RESIDENCE. The maximum term is 30 years.

PLEASE SCHEDULE MY LOAN PAYMENTS AS EQUAL INSTALLMENTS FOR [ ] YEARS, or if less, the maximum term available. Installment payments must be at least \$100. Payments will be scheduled quarterly unless you elect to use the automated payment program in order to schedule monthly payments. Please complete the back of this agreement to request automated payments from your personal checking or savings account.

**I CERTIFY UNDER PENALTIES OF PERJURY:**

- I am not subject to bankruptcy or insolvency proceedings;
- I am not under any guardianship or other legal disability;
- I do not have a loan under another 403(b) TSA, 401 Pension/Profit Sharing/401(k) Plan, or Governmental 457 Plan which would cause this loan to exceed the limits of Internal Revenue Code Section 72(p) or, if applicable, Section 408(b)(2) of the Employee Retirement Income Security Act of 1974 (as stated in the Additional Terms and Conditions section);
- If this contract was issued after December 31, 2003, I do not have any unpaid balance remaining on a defaulted loan under this contract/certificate or any other 403(b) TSA, 401 Pension/Profit Sharing/401(k) Plan, or Governmental 457 Plan; and
- If my spouse has community property rights in this contract/certificate, we are not legally separated and have not started divorce or dissolution proceedings; my spouse is not subject to bankruptcy or insolvency proceedings, and my spouse is not under any guardianship or legal disability.

**I UNDERSTAND AND AGREE TO THE FOLLOWING:**

- Any loan which by itself, or when added to other loans, exceeds the Internal Revenue Code Section 72(p) limits (as stated in the Additional Loan Terms and Conditions section) is treated as a TAXABLE DISTRIBUTION to me. I am responsible for complying with these limits when I have loans under other 403(b) TSA, 401 Pension/Profit Sharing/401(k) Plan, or Governmental 457 Plans.
- Any loan which by itself, or when added to other loans, violates Section 408(b)(2) of the Employee Retirement Income Security Act of 1974 (as stated in the Additional Loan Terms and Conditions section), if applicable, is a prohibited transaction subject to severe penalties.
- Failure to make the scheduled payments will cause my loan to go into default. A defaulted loan is treated as a TAXABLE EVENT to me, with an IRS Form 1099-R issued for the full outstanding balance of the loan. A defaulted loan is **NOT an actual distribution**, and I will still owe the outstanding balance of the loan. Interest will continue to be charged until the defaulted loan is paid in full.
- The loan will be subject to the Additional Loan Terms and Conditions section, which I have received and read, and which I should keep for future reference

I AUTHORIZE the GAFRI Company issuing the annuity contract to process this loan application. I agree to hold such GAFRI Company harmless against any and all claims made by reason of the provision of such loan. If granted, the loan will be subject to this Qualified Annuity Contract Loan Application and Agreement, including the Additional Loan Terms and Conditions section.

\_\_\_\_\_  
Signature of Annuitant/Participant

\_\_\_\_\_  
Date

**PLAN ADMINISTRATOR APPROVAL (if applicable):** The plan administrator certifies that this loan has met all plan requirements and authorizes the GAFRI Company issuing the contract to make the loan as requested. The annual rate of interest on the loan should be [ ]% compounded daily, or the standard rate applicable to the contract, if greater.

\_\_\_\_\_  
Signature of Plan Administrator (if applicable)

\_\_\_\_\_  
Date

**REQUEST FOR AUTOMATED LOAN PAYMENTS**

(Automated Loan Payments are not available on ALLIC Variable Annuity contracts)

I HEREBY AUTHORIZE LOAN PAYMENTS UNDER THIS CONTRACT/CERTIFICATE TO BE MADE BY PERIODIC DRAFTS FROM MY BANK ACCOUNT:

Bank Name	Name(s) on Account
Branch	<input type="checkbox"/> Checking      Account Number <input type="checkbox"/> Savings
Bank Address	Bank Routing Number
City/State/Zip	Bank Phone No.

**THIS AUTHORIZATION APPLIES TO: INITIAL ONE** (If neither or both boxes are initialed, this authorization will apply to all outstanding loans under this contract/certificate which are not in default.)

AUTHORIZATION APPLIES TO ALL OUTSTANDING LOANS UNDER THIS CONTRACT/CERTIFICATE WHICH ARE NOT IN DEFAULT

AUTHORIZATION APPLIES TO THIS NEW LOAN ONLY

**FOR THE NEW LOAN REQUESTED, PLEASE SCHEDULE MY PAYMENTS/DRAFTS: INITIAL ONE** (If neither or both boxes are initialed, drafts will be made quarterly.)

QUARTERLY       MONTHLY

The appropriate GAFRI Company issuing the annuity contract will send an initial confirmation letter indicating the amount of each draft and the date that these automatic payments will begin. The final draft with respect to any loan may vary to reflect the exact amount needed to pay off the loan on the loan settlement date.

\_\_\_\_\_  
Signature of Annuitant/Participant      Date

**ATTACH A VOIDED CHECK**

ATTACH HERE

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_

Zip \_\_\_\_\_

Payable to: \_\_\_\_\_ XXXX

\_\_\_\_\_

Memo: \_\_\_\_\_

{Routing Number} {Check Number} {Account Number}



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**QUALIFIED ANNUITY CONTRACT ADDITIONAL LOAN TERMS AND CONDITIONS**

**\*\*\* Please Keep This Section for Your Records \*\*\***

**THE CONTRACT LOAN IS SUBJECT TO THESE ADDITIONAL TERMS AND CONDITIONS:**

1. **MINIMUM NEW LOAN:** \$1,000 or as required by state specifications.
2. **MAXIMUM TOTAL LOAN(S):** The sum of the NEW LOAN plus the current outstanding balance of any other loan(s) under this contract/certificate shall not exceed the maximum determined as follows:

Surrender Value	Maximum Contract Loan(s)
up to \$10,500	Surrender Value less \$500
\$10,500 to \$20,000	\$10,000
over \$20,000	50% of Surrender Value, but no more than \$50,000 less any loan amount paid off within last 365 days

For fixed annuity contracts, the sum of the NEW LOAN plus the current outstanding balance of any other loan(s) under the annuity contract/certificate plus interest on all loan(s) to the next contract anniversary date shall not exceed the Surrender Value. For variable annuity contracts, the sum of the NEW LOAN plus the current outstanding balance of any other loan(s) under the annuity contract shall not exceed 90% of the Surrender Value. For any contracts having both a current Surrender Value and a guaranteed minimum Surrender Value, the maximum total loan(s) will be determined using the guaranteed minimum Surrender Value. For some contract types, the GAFRI Company issuing the annuity contract may limit the maximum loan(s) to 50% of the Surrender Value.

3. **INTERNAL REVENUE CODE SECTION 72(p) LIMITS:** Internal Revenue Code Section 72(p) provides that the maximum total loans to you under this contract AND all other 403(b) TSAs and 401 Pension/Profit Sharing/401(k) Plans or Governmental 457 Plans to which your employer has contributed may not exceed the lesser of:
  - (a) \$50,000 less any loan amount paid off within the last 365 days, or
  - (b) \$10,000 if total vested benefits are under \$20,000, or 50% of total vested benefits if total vested benefits are \$20,000 or more.
 YOU AND THE PLAN ADMINISTRATOR (IF APPLICABLE) ARE RESPONSIBLE FOR COMPLYING WITH THESE LIMITS WHEN THIS LOAN IS ADDED TO OTHER LOANS UNDER OTHER TSAs AND/OR QUALIFIED PENSION/PROFIT SHARING PLANS.
4. **ERISA SECTION 408(B)(2) LIMITS:** Section 408(b)(2) of the Employee Retirement Income Security Act of 1974 (ERISA) provides that the maximum loan(s) to you from a 401 Pension/Profit Sharing/401(k) Plan or 403(b) TSA subject to ERISA may not exceed 50% of the vested benefits under the plan or contract. YOU AND THE PLAN ADMINISTRATOR ARE RESPONSIBLE FOR COMPLYING WITH THIS LIMIT WHEN APPLICABLE.
5. **LIMIT DUE TO OTHER LOAN DEFAULT:** If this contract was issued after December 31, 2003, then no new loan is permitted while you have any unpaid balance remaining on a defaulted loan under this contract or any other 403(b) TSA, 401 Pension/Profit Sharing/401(k) Plan, or Governmental 457 Plan.
6. **LOAN FREQUENCY:** An additional loan processing fee may apply if you request more than one new loan under the ANNUITY contract during any twelve-month period.
7. **INTEREST CHARGED ON LOAN:** Interest charged on the loan shall accrue daily at an annual rate determined for the contract type by the GAFRI company issuing the annuity contract, but in no event more than 8% unless required by the plan administrator of any employer plan to which the contract is subject. Subject to these limits, we may increase the interest charged on the loan if any payment on any loan from the annuity contract is not paid within 90 days of the applicable due date. Interest shall continue to accrue until the balance of the loan is paid in full, whether or not the loan has been treated as a taxable distribution for income tax purposes. If not paid when due, interest on the loan shall be added to and made a part of the principal balance.
8. **PAYMENTS:** Payments on the loan shall be made in equal monthly or quarterly installments of at least \$100. Monthly installments are only permitted under the automated payment program. The maximum repayment term is 5 years unless the loan is used to purchase the owner's principal residence, in which case the maximum term is 30 years. Payments shall be made to the order of the GAFRI Company issuing the annuity contract, at Dept. 1822, Cincinnati, OH 45274-1822 or at such other address as it may designate in writing.

9. **DELINQUENT PAYMENTS MAY BE PAID BY PARTIAL SURRENDER:** Subject to any applicable tax law distribution restrictions, if any installment payment is not received by the due date, then the GAFRI Company issuing the annuity contract is permitted (but not required) to make such payment by processing a partial surrender under the contract, without notice to you and without your consent. Any such partial surrender shall be deemed an amount returned to you, shall be subject to all applicable charges and other contract provisions, shall be reported as a taxable distribution to you, and shall be in an amount sufficient to cover any applicable income tax withholding.
10. **ADVANCE REPAYMENT:** The loan may be repaid in whole or in part in advance of the repayment schedule at any time without penalty. Any repayment not made with the regular monthly or quarterly installment must be at least \$100, and shall be applied first to accrued interest and then to principal. Any prepayment shall not reduce the amount of subsequent installments, but shall reduce the term of the loan.
11. **LOAN SECURED BY ANNUITY CONTRACT:** The outstanding principal balance of the loan, together with any accrued but unpaid interest, shall be secured by and be a first lien upon the values of the annuity contract. For variable annuity contracts, the amount securing the loan will be held in the fixed account option designated by the GAFRI Company issuing the contract.
12. **SURRENDERS RESTRICTED:** No amount may be surrendered which would cause the Surrender Value, reduced by the outstanding balance of all loan(s) (and further reduced by interest to the next contract anniversary date for fixed annuity contracts), to be less than \$500. In addition, for variable annuity and certain other contract types, no amount may be surrendered which would cause the Account Value to be less than 110% of the outstanding loan balance.
13. **REDUCED EARNINGS ON PORTION OF CONTRACT SECURING LOAN:** That portion of the annuity contract equal to the outstanding loan balance (plus interest to the next contract anniversary date for fixed annuity contracts) shall be credited with interest at an annual rate determined for the contract type by the GAFRI Company issuing the annuity contract that is not less than required to meet any guaranteed minimum rate or value provisions of the annuity contract.
14. **ACCELERATION OF LOAN AND OFFSET AGAINST CONTRACT VALUES:** Subject to any applicable tax law distribution restrictions, the full amount of the loan shall become due and payable and the GAFRI Company issuing the annuity contract may apply the contract values to pay all or any part of the loan, without notice to you and without your consent, if any of the following apply:
- (a) any installment payment on any loan from the contract is not paid within 90 days of the applicable due date;
  - (b) the GAFRI Company issuing the annuity contract determines any statement in the loan application to be false;
  - (c) the annuity contract is surrendered as a whole, whether upon request or involuntarily as provided in the contract;
  - (d) the annuity contract is matured under any of its settlement options;
  - (e) the Death Benefit under the annuity contract becomes payable; or
  - (f) at the direction of the plan administrator if the annuity contract is subject to an employer plan endorsement.
- If all or any part of the contract values are applied to pay all or any part of the loan, it shall be deemed to be an amount returned to you as a surrender as a whole or in part under the contract and shall be subject to all applicable charges and other contract provisions, and shall be reported as a taxable distribution to you.
15. **APPLICABLE LAW:** The terms and conditions set out above may be modified as required to comply with state law. For Connecticut contracts, loans under the \$1,000 minimum are permitted, but an additional loan processing fee may apply. For Virgin Island contracts, the annual rate of interest on loans shall not exceed 6% except as required by federal law. The loan is intended to qualify for exclusion from income to the extent permitted under Internal Revenue Code Section 72(p), and the appropriate GAFRI Company issuing the annuity contract may change the terms of the loan or administer the loan at any time as needed to comply with federal tax law.