



# Standing By You. Since 1850."

Product Training for Individual, Single Premium, Tax-Deferred, Fixed Indexed Annuities (FIA)



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<sup>\*</sup>The only differences between the Western United Life New Horizon and the Western United Life New Horizon Plus are the Penalty-Free Partial Surrender amounts and the crediting rates (fixed interest strategy rate, cap rate, and participation rate).

### **Definitions**



### Western United Life Assurance Company (the Company)

#### Annuitant

Annuitant - The Annuitant's gender and age on the Contract Date is the measuring life that
determines the annuity benefits. Annuity payments are paid to the Annuitant, unless otherwise
directed by the Owner, and subject to the terms of the Contract. Joint Annuitants are only allowed
from 1035 Exchange transactions received. This is an Annuitant driven contract.

### Beneficiary

- This is the person, people, or entities named in the application who will receive the benefits if the Annuitant dies, unless changed by the Owner, as described in Death of Annuitant in the Contract.
- The Beneficiary will be provided with payout options depending on the terms of the Contract, and according to IRS regulations. Refer to the Contract for more details. If Annuity Payments have begun, the Company will continue to pay the remainder of the scheduled payments upon death of the Annuitant. Death benefits are not available on Life Only Options.
- The Company will pay beneficiaries in the following order of priority unless otherwise stated on the application (or changed by the Owner):
  - The primary Beneficiary the Company will pay equal shares to each (if more than one is living).
  - The contingent Beneficiary if no primary Beneficiary is living when the payment is due, the Company will pay equal shares to each (if more than one is living).
  - If no designated Beneficiary is living at the Annuitant's death, the proceeds will be paid
    to the Annuitant's estate.

### **Definitions**



#### Owner

- The Owner is the primary Owner and any joint Owner. The primary Owner is usually the Annuitant, unless otherwise specified.
- The contract belongs to the Owner(s). The Owner(s) controls all rights and privileges of the Contract, including but not limited to transferring ownership, assigning or surrendering the contract, and naming the beneficiary(ies).
  - Distributions are reported under the primary Owner's tax identification number.
  - The Owner(s) may change the Beneficiary designation in writing any time during the Annuitant's lifetime.
  - The Owner(s) may choose the Payee of this Contract.
  - During the Annuitant's lifetime, but prior to the Maturity Date, the Owner(s) may choose to change the Maturity Date to a later date, depending on the plan chosen.

### Contingent Owner

The contingent Owner refers to the person(s) that becomes the Owner(s) if the Owner dies.

### Payee

 The Payee refers to whomever the Owner has designated to receive the annuity payments during the lifetime of the Annuitant. If the Annuitant dies, the Beneficiary has the right to change the Payee.





# Standing By You. Since 1850.

FIA Plan Features



### Western United Life New Horizon



- Surrender Charge Periods
  - 7-year & 10-year
- Issue Ages
  - 0-80 (Age last birthday)
- Minimum Single Premium
  - \$10,000
  - Over \$1,000,000 requires approval from the Annuity Operations office before you submit application paperwork
- Crediting Strategies Available
  - Fixed Interest
  - Point-to-Point with Participation Rate
  - Point-to-Point with Cap Rate
- Index
  - S&P 500® Index\*
- Death Benefit
  - Annuity Value

### Waiver of Surrender Charges (Included)

- Upon death of the Annuitant
- Terminal Illness Waiver
- Nursing Home Waiver

### Penalty-Free Partial Surrender Amount

- Western United Life New Horizon
  - 10% of the Annuity Value per contract year or RMD of the contract (available year 1)
- Western United Life New Horizon Plus
  - 5% of Single Premium less withdrawals per contract year or RMD of the contract (available year 2)
- Surrender Charge Schedule
  - Partial and full surrenders that exceed the penalty-free amount are subject to the following surrender charge schedule:

Surrender Period	Contract Years									
	1	2	3	4	5	6	7	8	9	10
7 Years	9.30%	8.80%	7.90%	6.90%	5.90%	5.00%	4.00%	0.00%	0.00%	0.00%
10 Years	9.30%	8.80%	7.90%	6.90%	5.90%	5.00%	4.00%	3.00%	2.00%	1.00%

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FIA Contract Overview





#### Free Look Period

- Your client has a minimum of fifteen (15) days, or longer if required by the state, after they receive their annuity contract to review it and return it for any reason. The cover page of the contract will state the free look period.
- If your client is not satisfied with it for any reason, they may return it with a written request to the Company, or to you the insurance producer who sold it, for a full refund of the premium paid minus any proceeds already taken. Upon receipt of the request, the Contract will be void from the start, and a full premium refund will be made.

### How does the Annuity Value Grow?

- Each year your client chooses how to allocate their annuity value among our three available Crediting Strategies.
- Your client will have the option to reallocate the annuity value among the three Crediting
  Strategies during the last 30 days of each contract year. If a request to reallocate the annuity
  value is not received by the start of the next contract year, the previous allocation percentages
  will apply. We will rebalance the Strategy Values at the beginning of the contract year.
- Regardless of the strategy your client selects, all interest earned on your client's fixed indexed annuity is tax-deferred.

#### Contract Issue

• Contracts will be issued on the first and fifteenth of each month. We will credit the Fixed Interest Strategy rate daily to all premiums received from the day of their receipt until the Contract Date, which is the date of issue. A composite date will be used if multiple premiums are received.



### Crediting Strategies

### Fixed Interest Strategy

This strategy earns a guaranteed interest rate for one contract year. Fixed interest rates are
declared in advance but may change for future contract years; we will never declare a rate
less than this strategy's "Minimum Adjustment" shown in your client's contract specifications.

### Point-to-Point with Participation Rate (Indexed)

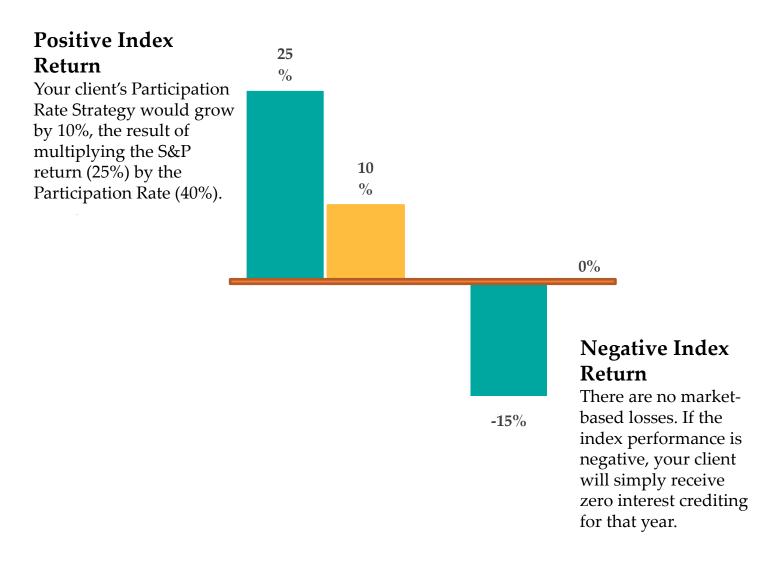
- This strategy earns interest based on the performance of the index over one contract year. If
  the index return is positive, the strategy is credited with a percentage of the return, called
  the participation rate. On the other hand, if the index performance is zero or negative, this
  strategy will receive zero interest crediting for that year.
- Participation rates are declared in advance and are guaranteed for the contract year but may change for future contract years. They will never be less than this strategy's "Minimum Adjustment" as shown in your client's contract specifications.

### Point-to-Point with Cap Rate (Indexed)

- This strategy earns interest based on the performance of the index over one contract year. If
  the index return is positive, the strategy is credited interest up to a maximum rate called a
  cap. On the other hand, if the index performance is zero or negative, this strategy will
  receive zero interest crediting for that year.
- Caps are declared in advance and guaranteed for the contract year but may change for future contract years. Caps will never be less than this strategy's "Minimum Adjustment" as shown in your client's contract specifications.



### Point-to-Point with Participation Rate Examples







Cap Rate \_\_\_

# Index Return is Greater than Cap Rate

The interest credited to the Cap Rate Strategy equals the cap rate if the index outperforms the cap.

# Index Return is Less than Cap Rate

The interest credited to the Cap Rate Strategy is equal to the positive performance of the index, up to the cap.

### Index Return is Negative

There are no market-based losses. If the index performance is negative, your client will simply receive zero interest crediting for that year.



### Market Value Adjustment

- The Market Value Adjustment (MVA) is the factor we use to adjust withdrawal (Partial Surrender) amounts that exceed the penalty-free amount, or the annuity value of the contract if it's fully surrendered or annuitized during the surrender charge period. This adjustment may increase or decrease the amount received and depends on the change in the Constant Maturity Treasury\*\* (CMT) rates from the contract date, which is the issue date.
  - If CMT rates go up after the contract is issued, the MVA will likely decrease the amount to be received. If CMT rates go down after the contract is issued, the MVA will likely increase the amount received.
  - The cash surrender value of the annuity contract after the MVA is applied will never be more than the annuity value, or less than the Guaranteed Minimum Value. If the contract is not surrendered or annuitized, or no more than the penalty-free partial surrender amount is taken during the surrender charge period, the MVA will have no impact.
  - If the CMT rate is discontinued, or if the calculation of the MVA index is changed substantially, We may substitute an alternative index. Such change would be subject to approval by the Interstate Insurance Product Regulation Commission. We will provide written notification to your client at their address of record and to the assignee(s) of record, before an alternative MVA index is used.

<sup>\*\*</sup> U.S. Department of the Treasury. Interest Rate Statistics. *Daily Treasury Par Yield Curve Rates*. Retrieved from https://home.treasury.gov/policy-issues/financing-the-government/interest-rate-statistics?data=yield



#### Partial and/or Full Surrenders\*

- Your client may withdraw all (Full Surrender) or part (Partial Surrender) of the annuity's value from the annuity before the settlement date.
  - A partial or full surrender of the annuity Contract can be requested at any time by completing a Distribution Request form, which can be faxed, emailed, uploaded to the client or producer websites, or mailed to our office.
  - All partial surrender requests must be at least \$250 or the Penalty-Free Partial Surrender Amount; and at least \$2,000 must remain in the annuity Contract to keep it open.
  - Partial surrenders may be requested without penalty provided they do not exceed the Penalty-Free Partial Surrender Amount available.
    - Partial or full surrender requests that exceed the penalty-free amount are subject to Surrender Charges, and any applicable MVA.
  - Systematic withdrawals can only be set up as annual.
- We will pay partial surrenders from the Fixed Interest Strategy first. Once that strategy has been
  exhausted, We will pay out any remaining amount of the partial surrender from the Cap and/or
  Participation Rate Strategies in the same proportion as the current Crediting Strategy Allocation
  Percentages.
- Interest to indexed strategies is only credited at the end of the contract year. If your client
  withdraws money from an indexed strategy on any day other than the last day of the contract year,
  your client will not earn indexed interest on the amount withdrawn.
- If the annuity contract is surrendered before the end of the Surrender Charge period, the client may not receive the original premium back due to the surrender charges.



 If the client elects to annuitize their contract during the surrender charge period, surrender charges, and any applicable MVA will be applied; therefore, we will apply the surrender value towards the settlement option.

### Penalty-Free Partial Surrenders\*

- Your client will be able to access the Penalty-Free Partial Surrender amount without incurring surrender charges or MVA.
  - If your client's contract is a Tax Qualified contract, they may only take the Required
     Minimum Distribution (RMD) amount pertaining to the contract as the penalty-free amount.
- The Penalty-Free Partial Surrender amount varies according to the plan your client selects.

### Western United Life New Horizon

 The Penalty-Free Partial Surrender amount is the greater of 10% of the Annuity Value on the date of the withdrawal (minus any withdrawals already taken in that contract year), or your client's Required Minimum Distribution (RMD) amount (if applicable) of the contract. Your client can access the Penalty-Free Partial Surrender amount at the start of the first contract year.

#### Western United Life New Horizon Plus

 The Penalty-Free Partial Surrender amount is the greater of 5% of the Single Premium (minus any withdrawals already taken since the contract was issued), or your client's Required Minimum Distribution (RMD) amount (if applicable) of the contract. Your client can access the Penalty-Free Partial Surrender amount after the first contract year. Only one Penalty-Free Partial Surrender is allowed per contract year and only after the first contract year.



### Annuity Income – Payouts\*

- During the Annuitant's lifetime, upon the Maturity Date, or when elected by the Owner, the value of the contract may be applied towards one of the following Settlement Options:
  - Single Life Annuity: Guarantees income for the lifetime of the Annuitant. Payments will end
    upon death of the Annuitant. A Hold Harmless Agreement will be required if the client selects
    this option.
  - **Life Annuity with Payments Certain:** Guarantees income for the greater of the Annuitant's lifetime or the "period certain" selected (from 5 to 20 years). If the Annuitant dies within the period certain, the payments will continue to the Beneficiary for the rest of the period.
  - Life Annuity with Installment Refund: Guarantees income for the lifetime of the Annuitant.
     If the Annuitant dies before receiving payments equal to the original Single Premium, the payments will continue to the Beneficiary for the rest of the installment period.
  - Life Annuity for Joint and Last Survivor: Guarantees income throughout the lifetime of both Annuitants. If the first Annuitant dies, the payments will continue until the death of the last surviving Annuitant. A Hold Harmless Agreement will be required if the client selects this option.
  - **Payments for a Designated Period:** Guarantees income for a fixed period selected between 5 and 30 years. If the Annuitant dies prior to the designated number of years, the payments will continue to the Beneficiary for the rest of the period.



- Interest Income: Guarantees interest payments for a selected period not to exceed 30 years, with the single sum balance paid at the end of the selected period. If the Annuitant dies prior to the designated number of years, the interest payments will continue to the Beneficiary for the rest of the period, at which time the single sum balance will be paid.
- Single Sum: One single sum payout.
- If a settlement Option has not been chosen on the Maturity Date, the Company will apply the Annuity Value of the contract to provide a Life Income with 10 years certain.
- Once settlement payouts begin (Settlement Date), the annuity contract cannot be surrendered (cancelled).

\* All Withdrawals and Payouts will only be set up as Electronic Fund Transfers (EFT) to your client's account of choice. EFT is the required and most secure method for your client's payouts. This service allows their distribution to be credited to an account of their choice within two (2) business days of processing without the usual delays in mailing or the possibility of loss or theft.



#### Death Benefit

Annuity Value at death of the Annuitant

#### Death of Annuitant and/or Owner

- If the Annuitant dies before the settlement date, the Death Benefit will be paid to the Beneficiary, unless the Beneficiary provides written notice to Us otherwise. Any portion of the Death Benefit held in the Indexed Crediting Strategies will remain in those Strategies until the claim is paid out.
- The Beneficiary can choose to receive the annuity value as a single sum or under an available settlement option.
  - If the Annuitant dies after payments have begun, the remaining value, if any, will be paid
    to the Beneficiary according to the Settlement Option chosen.
- If the Annuitant and Owner are not the same person, and the Owner dies while the Annuitant is still alive, surrender charges are not waived.
  - The Annuity Value must be distributed within 5 years or be paid out in installments as governed by the Internal Revenue Service (IRS). Therefore, if this Contract is paid out before the end of the Surrender Charge Period, the payout may be less than the original premium due to the surrender charges (depending on the annuity plan chosen).
- If the Annuitant/Owner dies, and the sole Beneficiary is the Annuitant/Owner's surviving spouse (civil union or domestic partner, if required by law) that person may continue the contract as if they were the original Owner rather than take the proceeds.
- Please refer to the Death Benefits section of the annuity Contract for more information.



### Premium Taxes

Premium tax imposed on us relating to the contract will be deducted, if applicable in in the Owner's
resident state. If the Owner moves to another state, the Premium Tax may or may not apply.
Premium taxes may be deducted from the initial premium(s) paid, or from the Annuity Value prior to
the payout of a Settlement Option. We reserve the right to deduct the Premium Taxes from the
Annuity Value when due, as required by applicable law.

#### Taxes

- Unless it is owned by a corporation or other non-natural person, this annuity is tax-deferred, meaning the client does not pay taxes on the interest it earns until the money is paid out.
  - When the client takes a payment or makes a withdrawal, they pay ordinary income taxes on the earned interest. There may also be a 10% federal income tax penalty on earnings a client withdraws before age 59½. There may be exceptions to this penalty.
- There is no tax advantage to buying an annuity with qualified (pre-tax) money, as all distributions may be taxable.
  - Choose an annuity based on its other features and benefits, as well as its risks and costs, not
    its tax benefits.
  - Please recommend your client consult with an accountant or tax advisor regarding any special limitations or restrictions.
- It is possible to exchange one tax-deferred annuity for another without paying taxes on the earnings when the exchange is made.
  - Before requesting an exchange, the client should compare the benefits, features, and costs of the two annuities and review with a tax adviser.



# Standing By You. Since 1850.

Suitability Analysis for your Clients

## Suitability Analysis



When recommending the purchase of an annuity to a client, suitability regulations require a producer to have "reasonable grounds" to believe the recommended annuity is suitable for that client. This requires getting to know your customer. You are required to make reasonable efforts to obtain the following information prior to making a recommendation:

- Age
- Annual income
- Financial situation and needs, including the financial resources used for the funding of the annuity
- Financial experience
- Financial objectives
- Intended use of the annuity
- Financial time horizon
- Existing assets, including investment and life insurance holdings
- Liquidity needs
- Liquid net worth
- Risk tolerance
- Tax status
- Whether or not the consumer has a reverse mortgage
- California residents applying for government benefits

## Suitability Analysis



In addition to reviewing the above information, the following are other items that should be discussed with the client to ensure you have reasonable grounds to believe the annuity is suitable:

- Has the client been reasonably informed of various features of the annuity? These include the
  potential surrender period and surrender charge, potential tax penalty if the consumer sells,
  exchanges, surrenders, or annuitizes the annuity, investment advisory fees, and limitations on
  interest returns.
- Will the client receive a tangible net benefit from the transaction? Examples are tax-deferred growth, annuitization, and/or death benefits.
- Is the annuity you are recommending suitable? In the case of an exchange or replacement, is the entire transaction suitable for the client based on his or her suitability information?
- In the case of an exchange or replacement of an annuity, is the exchange or replacement suitable, taking into consideration all the following?:
  - Whether the client will incur a surrender charge on the existing product, or lose existing benefits, such as death, living, or other contractual benefits. Do they understand they will start a new surrender charge period on the new product?
  - What are the existing product features or benefits not included in the new product?
  - What are the new product features or benefits not available in the existing product?
  - Whether the client has had another annuity exchange or replacement and an exchange or replacement within the preceding 36 months (or longer if required by state regulations).

# Suitability Analysis



- Is the client taking interest income, Required Minimum Distributions (RMD), or other distributions from the existing product? If so, will the new product allow these distributions?
- If the client has full access to their money without penalty on the existing product, will the free withdrawal and/or annuitization provisions of the new product be adequate for the client's cash needs? Are there other assets available to utilize?
- If the client chooses not to provide the requested information on the Suitability Analysis, please be sure to document the reason why they made this choice for your records. Please note the Company may choose not to issue the annuity contract due to lack of suitability information.
- If the client decides to enter an annuity transaction that is not based on your recommendation, the Company will require a letter signed by the customer acknowledging that the annuity transaction is not recommended prior to issuing a contract.
- As an insurance producer you may not dissuade, or attempt to dissuade, a consumer from any of the following:
  - Truthfully responding to our request for confirmation of suitability information
  - Filing a complaint
  - Cooperating with the investigation of a complaint

### Additional Information



### Avoid Delays!

- We do not accept, or issue applications based on where the application is signed. The Producer(s) must be appointed in, and the contract will be issued according to, the Owner's resident state.
- Please print the appropriate application packet for the Owner's resident state. Not all states follow the same replacement, suitability and/or compliance regulations; the forms are not always interchangeable. If in doubt, please contact the Annuity Operations Office.
- We will review the Suitability Analysis form and may ask for further justification. In addition, if the client chooses
  not to answer the financial suitability questions, all processing stops until we send out, and receive back in our
  Annuity Operations office a "No Recommendation" letter signed by the client.
- All changes or corrections must be initialed by the contract owner(s). White out is not acceptable.
- Most states require that the Annuity Buyer's Guide MUST be delivered to the client at the initial meeting (when writing the application). Even if it's not required, we urge you to offer it to your clients as a great learning tool.

### Important!

- The contracts referred to in this Training are annuities offered by an insurance company and are not insured by FDIC. They are not the product of, nor are they guaranteed by, any bank.
- We may change the annuity contract from time to time to follow federal or state laws and regulations. If we do, we will let you and the client know about the changes in writing.
- The Company does not provide legal or tax advice. A personal tax advisor should be consulted on any specific points that may be of importance to the client.
- This product training is intended to give you an overview of our products but cannot cover everything. As a
  Producer, you are responsible for understanding the rules and regulations of each state you are appointed in.



# Standing By You. Since 1850.

**Producer Compensation** 



## **Producer Compensation**



#### Commission Amounts

Consult your personal Annuity Commission Schedule for details

### Commission Chargebacks

- All Issue Ages
  - If a client takes a withdrawal (partial surrender), full surrender, or the Contract is terminated due to a death claim during the first 12 months after issue, the commissions paid will be charged back 100%.
- Annuitization
  - If a client annuitizes their deferred annuity contract within the first twelve months after issue, commissions paid will be charged back 100%.
- Contract Delivery
  - State regulations require that you, as a representative of the Company, deliver our client's contracts within a reasonable period after issuance. It is not acceptable for you to merely obtain a receipt indicating a delivery and then to retain the contract, for safekeeping or otherwise, in your possession. Failure to deliver the contract within a reasonable period may subject you and the Company to state penalties or render the contract null and void at which time commissions will be charged back 100%.

## **Producer Compensation**



### Commission Chargebacks (continued)

- Outstanding Requirements
  - Outstanding requirements that have not been received in the Home Office within 30 days of
    the application received date (contract not issued/pending), or 65 days from the Contract Issue
    Date (contract issued/active), will be reviewed for possible further action. Upon review, the
    Company may decide to cancel the application, or surrender the issued contract. If a
    commission was paid, it will be charged back 100%.
- Non-Commission Transactions
  - Internal premiums from existing WULA annuity contracts to existing WULA annuity contracts will not generate commission payments.
  - Internal premiums from existing WULA fixed index annuities to new Single Premium Immediate Annuity (SPIA) contracts, that generate the same payments as annuitizing the existing fixed index annuity contract, will not generate commission payments.

### Avoid Commission Chargebacks

- One-time withdrawals during the first 12 months, depending on the Annuitant's Contract issue age and/or the annuity plan chosen, will cause a commission chargeback. This includes one-time only withdrawals to satisfy the Required Minimum Distribution (RMD) of the contract.
- To avoid a commission chargeback, an annual payment (systematic withdrawal) must be set up as an Electronic Fund Transfer (EFT). If a client requests a systematic withdrawal and later cancels the request, a chargeback will occur as if the systematic were a one-time withdrawal.





# Standing By You. Since 1850.

Marketing Support



# Marketing Support



- Website: ManhattanLife.com
  - Annuity Producer Center You have secure, convenient access to:
    - Up-to-date Commission statements and schedules
    - Marketing and Training Materials
    - Helpful Guides
    - Client Reports
    - Forms that you can fill-in, print, sign and securely upload to our office within the site
    - All your clients' Annuity Contract Information in a downloadable format
  - Client Services Your clients have secure, convenient access to:
    - Their daily contract values and information;
    - Frequently used forms that they can fill-in, print, sign and securely upload to our office within the site
    - Secure messaging with the Annuity Operations Office in Spokane, Washington.
    - Beneficiaries and other interested parties can also securely send us required documents through the Client Services site without having to login. They will need to know the annuity contract number and Owner's zip code to use this feature.

## Marketing Support



### How to Submit Your Annuity Business to Annuity Operations

- Easy Upload\* Preferred and Most Secure Method
  - Login to your account in the <u>Annuity Producer Center (APC)</u>
  - Choose the Easy Upload button at the top of the page then complete the steps to send your files directly to the department you choose.

#### Fax\*

 This is the second most secure method; however, the documents aren't always clear and readable. If the fax is not easily readable, you may be asked to send another way.

#### Encrypted Email\*

- Email is not a secure way to send files containing private information. If you do submit using email, it must be encrypted.
- You can encrypt emails using the newer versions of MS Outlook by adding the word Encrypt in the subject line of the email. (It is case sensitive, so do not use all caps.)
   There are also software apps that can be used or downloaded to encrypt your emails.

#### USPS Mail/Overnight

You may also mail or overnight to the applicable address.

<sup>\*</sup>Electronic Mail -

<sup>•</sup> If you send us documents electronically, please DO NOT send them to us in any other form. (e.g., fax, mail, email, etc.) This may cause delays in processing.

<sup>•</sup> You are responsible for finding out if the transferring company requires original paperwork or signature guarantees. If they do, please do not submit your client's paperwork via electronic mail.

## Marketing Support



#### • Questions?

 You may contact your Regional Vice President, IMO, or our Marketing Administration team

Phone: 509.835.2500

Toll Free: 800.247.2045

Email: AnnuityServices@wula.com

Website: ManhattanLife.com

### Normal Business Hours (Pacific Time)

Monday – Thursday – 8:00 AM to 5:00 PM

Friday – 8:00 AM to 1:00 PM

#### Direct Mail

- Western United Life Assurance Company
- PO Box 2290
- Spokane WA 99210-2217

### Overnight

- Western United Life Assurance Company
- 929 W Sprague Ave
- Spokane WA 99201

Click the link below to get your Certificate of Completion.

Please fill it out and submit it to the Annuity Operations Office.

**Certificate of Completion**