



**4. Income Tax Withholding**

Currently **Park Avenue Life** and **Park Avenue Variable Universal Life** (policies which begin with 'S') and **Select Guard** (policies which begin with '7') policyholders have limited options for withholding of federal and state income tax. For these products, the default will be "Do Not Withhold" unless you contact us or there are mandatory requirements.

**Federal Income Tax Withholding**

Federal law requires that Guardian to provide you with the opportunity to withhold federal income tax from the taxable portion of any distributions, unless you are eligible to, and elect, not to have taxes withheld.

- **If you are a U.S. Person (U.S. Citizen or U.S. Resident) and do not make a withholding election, Guardian will apply a default federal income tax withholding rate of 10% to the taxable portion of any distribution. You may have the option to elect out of federal income tax withholding.** To do so you must provide your correct Taxpayer Identification Number and U.S. residence address. Once a payment has been made, the withholding election applicable to that payment cannot be changed.
- If you are a non-resident alien or foreign person, we will withhold at a rate of 30% unless you provide a valid and certified IRS Form W-8 appropriate for your status. If your payment is not subject to FATCA, then we will apply a reduced rate of withholding properly claimed on your W-8 form based upon any applicable provisions within the income tax treaty with your country of residence. If you are a non-resident alien or foreign person, please sign in the appropriate Signature section in Section 3 (Tax Certification).
- If you elect not to have withholding apply to your distribution, you may be responsible for payments of estimated taxes and may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient. Consult a tax advisor with any questions regarding your personal tax situation.

- Do not withhold federal income taxes       Withhold federal income taxes at 10%  
 Withhold federal income taxes at more than 10%: \_\_\_\_\_

**State Income Tax Withholding**

State income tax withholding requirements may vary and depend on the law of your state of primary residence. See "Additional Information Regarding State Income Tax Withholding" in Section 11.

- Do not withhold state income taxes       Withhold state income taxes at: \_\_\_\_\_% or \$ \_\_\_\_\_

**5. Loan and/or Withdrawal Instructions**

Please read the *Policy Loan and Withdrawal Education Supplement* beginning on page 7 and ensure you understand the implications of a policy loan and withdrawal before making a selection below.

**Loan** (Select one.)

- Loan in the amount of \$ \_\_\_\_\_, or the maximum available, if less than the amount indicated (\$500 minimum required.)  
 Maximum loan amount available

**Withdrawal**

- Partial withdrawal in the amount of \$ \_\_\_\_\_ to be surrendered in cash, or the maximum available, if less than the amount indicated (\$500 minimum required).

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**Deduct Premium Payments from Loan/Withdrawal Amount Indicated Above** (Select all that apply.)

- Deduct Premium Payment(s) Due on Policy(ies) listed in Section 1 (PAL Policies only – Variable Whole Life Insurance Policies with Modified Scheduled Premiums)  
 Deduct Premium Payment(s) Due on the following other Policy(ies) (List Policy Number(s) below. \$500 minimum required.)  
 \_\_\_\_\_
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**5. Loan and/or Withdrawal Instructions (Continued)**

Systematic Partial Withdrawal

Systematic Withdrawal in the amount of \$ \_\_\_\_\_

Start Date: \_\_\_\_\_ (Systematic Withdrawal will occur monthly on the anniversary date.)

**Select Variable Investment Option(s) from which Loan/Withdrawal Amount is to be Taken**

- **PAL '95:** Please DO NOT select funds. All loan/withdrawal requests will be taken Pro Rata\*.
- **PAL '97, VUL '97, and PAL Millennium:** For loans, please DO NOT select funds. All loan requests will be taken Pro Rata\*. For withdrawals, if requested amount exceeds amount available in selected funds, then balance of request will be taken from remaining funds Pro Rata\*. If no variable funds are specified, then amount requested will be taken Pro Rata\*.
- **VUL Millennium:** You MUST specify variable investment options. If requested loan/withdrawal amount exceeds amount available in selected funds, then balance of request will be taken from remaining funds Pro Rata\*.
- **Flexible Solutions® VUL:** If requested loan/withdrawal amount exceeds amount available in selected funds, then balance of request will be taken from remaining funds Pro Rata\*. If no variable funds are specified, then amount requested will be taken Pro Rata\*.

Pro Rata\*

Amount (\$) or Percentage (%)**	Selected Variable Investment Options	Amount (\$) or Percentage (%)**	Selected Variable Investment Options
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\*Pro Rata – Request will be taken proportionally from all variable funds, until exhausted, and then from the Fixed Rate Option, if needed. For Flexible Solutions® Variable Universal Life III Policies only, requests for withdrawals and standard loans will be taken proportionally from all variable funds, until exhausted, then from the Indexed Option (Holding Account first, followed by Indexed Segments) and then from the Fixed Rate Option, if needed.

\*\* Percentage allocations must total 100%.

**6. Method of Distribution for Loans and Withdrawals**

**Direct Deposit**

*(The deposit to your account will typically occur within 2 business days after the date of the withdrawal from your life insurance policy.)*

**Direct Deposit for Clients with Current Bank Draft Authorization** – Use banking information on record for monthly automatic bill payment (GOM Arrangement)

**Direct Deposit for Direct Billing Clients** – Use banking information listed below or attach void check image using separate page.

Financial Institution: \_\_\_\_\_

Transit/ABA Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Holder Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street
City
State
Zip

**Please note:**

- If the account is not eligible for direct deposit, or we are unable to verify that the bank account has been used to pay policy premium in the past by the Policy Owner or an approved Account Holder, the distribution will be mailed to the owner's address of record.
- Any account information listed above will only be used to process the disbursement request and will not impact how policy premium and/or loan interest is currently being funded.

**6. Method of Distribution for Loans and Withdrawals (Continued)**

Mail Distribution (Check will be made payable to the Policy Owner.)

- Mail Check to Policy Owner at the address of record (Default)
- Mail Check to Policy Owner at the address below

\_\_\_\_\_ Street City State Zip

- Please check if this is an address change (If this box is checked, all future correspondence for the policy number(s) listed in Section 1 will be mailed to this address.)

**7. Cash Surrender Instructions (Check will be made payable to the Policy Owner.)**

- Mail Check to Policy Owner at the address of record (Default)
- Mail Check to Policy Owner at the address below

Address \_\_\_\_\_  
Street City State Zip

- Please check if this is an address change (If this box is checked, all future correspondence will be mailed to this address.)

The original policy (Select one.):  Is attached to this form.  Is lost or has been destroyed.

**8. Free Look Surrender**

- If applicable, mail Check to Policy Owner at the address of record (Default)
- If applicable, mail Check to Policy Owner at the address below

Address: \_\_\_\_\_  
Street City State Zip

- Please check if this is an address change (If this box is checked, all future correspondence will be mailed to this address.)

The original policy (Select one.):  Is attached to this form.  Is lost or has been destroyed.

**9. Change Mode of Payment**

- Annual
- Semi-Annual
- Quarterly
- Monthly Automatic Bank Draft (GOM)

Please note:

- Depending on the timing of the Mode Change, additional funds may be required to pay any outstanding amounts due.
- If requesting a change to Monthly Automatic Bank Draft (GOM), submit the *Bank Draft Authorization for Recurring Payments/GOM Arrangement (Form R223)* to the Park Avenue Variable Life Service & Administration department.

**10. Park Avenue Life (PAL) Policy Options (PAL Policies are Variable Whole Life Policies with Modified Scheduled Premiums.)**

**Nonforfeiture Options**

It is understood and agreed that the nonforfeiture action for the policy(ies) will be according to the policy provisions and that any provision for Automatic Premium Loan under this/these policy(ies) is now cancelled.

- Paid-Up Extended Term Insurance (ETI)
- Fixed Reduced Paid-Up Insurance (RPU) (Select one.)
  - No Existing Loan  Repay Loan in Full
  - Keep Loan  Repay Loan in Amount of: \$ \_\_\_\_\_
- Variable Reduced Paid-Up Insurance (RPU) (Select one.)
  - No Existing Loan  Repay Loan in Full
  - Keep Loan  Repay Loan in Amount of: \$ \_\_\_\_\_

## 10. Park Avenue Life (PAL) Policy Options (Continued)

### Premium Skip Options

Premium Skip Option (*Select one.*)  Elect  Cancel

### Automatic Premium Loan Provision Options

Automatic Premium Loan Provision (*Select one.*)  Elect  Cancel

## 11. Important Information

Be sure to read the *Policy Loan and Withdrawal Education Supplement* beginning on page 7 and retain it for your records. Do not complete this Variable & Universal Life Products Transaction Request unless you are sure that you understand the implications of the policy loan or withdrawal. If you need additional information, contact your financial representative, tax advisor or the Park Avenue Variable Life Call Center at 1-800-441-6455.

**Policy Loan** – By requesting a policy loan, you agree to assign the policy(ies) listed on this request as sole security for this loan. Terms for interest and repayment of the loan are subject to the provisions of the policy. A loan will affect the cash value and the death benefit of your policy and may have other consequences, including the risk that the policy may lapse. Please refer to your policy for important information.

**Withdrawal** – It is understood that taking a Partial Withdrawal may reduce the death benefit payable under the policy, will affect the cash value of your policy, and increase the risk that the policy may lapse.

### **Surrender – Surrendering a life insurance policy requires careful consideration.**

Your Guardian life insurance policy is one of your most important assets and provides significant guarantees that you may lose if you discontinue your present coverage. Before you decide to give up this vital component of your financial security, we encourage you to consult with your Guardian representative to determine what options are available to you at this time. Or, if you would prefer, you may also contact the Park Avenue Variable Life Call Center at 1-800-441-6455.

It is understood and agreed that insurance coverage under any policy(ies) will end upon the payment of the cash surrender value. The cash surrender value is full and final payment of all liability for any claims and demands against Guardian and its subsidiaries arising under or by reason of any policy and/or contract identified herein. Each of the undersigned, for themselves, their executors, administrators or assigns, hereby binds themselves fully to indemnify the Company and save it harmless from any and all claims or demands which may arise as a result of the processing and payment of the surrender request under the policy(ies).

**Nonforfeiture** – It is understood and agreed that the nonforfeiture action for the policy(ies) will be according to the policy provisions and that any provision for Automatic Premium Loan under this/these policy(ies) is now cancelled.

**Other Information** – The policy(ies) cannot be surrendered or put on nonforfeiture option without the Policy Owner's Social Security Number/Tax Identification Number.

Requests on more than one policy must be identical, otherwise use separate forms. Please list all policy numbers/names in section 1, and use section 2 and/or attach a separate list if additional space is needed.

Guardian, its subsidiaries, agents, or employees do not give tax or legal advice. You should consult your tax or legal advisor regarding your individual situation.

### Additional Information Regarding State Income Tax Withholding

Withholding State	Options for State Tax Withholding
AK, AZ, FL, HI, MS, NH, NV, NY, SD, TN, TX, WA, WY	No state income tax provision. State income tax cannot be withheld.
AL, CO, CT, DC, DE, GA, ID, IL, IN, KY, LA, MD, MN, MO, MT, NJ, ND, NM, OH, PA, RI, SC, UT, WI, WV	State income tax will not be withheld unless you elect voluntary state income tax withholding. If you wish to elect voluntary withholding, please provide a percentage or dollar amount above. Please note that any voluntarily elected rate or amount of withholding must meet state minimum withholding requirements.
AR, CA, IA, KS, MA, ME, MI, NE, NC, OK, OR, VA, VT	<b>State income tax withholding is mandatory. Many mandatory states follow federal requirements. In such states, state income taxes will be withheld by default if federal income tax is withheld.</b> In other states, an individual may be able to independently elect out of state income tax withholding.  You may provide a percentage or dollar amount above the state minimum to be applied for the state tax withholding. You should consult your tax or legal advisor regarding the rules for your state of primary residence.

**12. Signatures (All owners must sign and date this form.)**

By signing below, I acknowledge that I have read the *Policy Loan and Withdrawal Education Supplement* beginning on page 7 and understand the implications of a policy loan and withdrawal. I certify that I have read and understand all sections of this form and that the statements and answers given are true, complete and correct to the best of my knowledge and belief. I declare that no person, firm or corporation other than the undersigned has any interest in this policy, and there are no proceedings in bankruptcy or insolvency now pending against me or that have been instituted.

**The Internal Revenue Service does not require your consent to any provision of this document other than the Tax Certification made in Section 3.**

**If an Individual(s):**

The full name or names should be used. For example: Edward Richard Williams or Jane Mary Williams

**(Irrevocable Beneficiary, if any, must also sign)**

Owner Name	_____
Owner Signature	_____ Date _____
Owner Name	_____
Owner Signature	_____ Date _____

**If a Corporation or LLC:**

The full name of the corporation should be printed with the signature of one authorized officer/manager/member other than the insured followed by his/her title.

Corporation Name	_____
Officer Name	_____ Officer Title _____
Officer Signature	_____ Date _____

**If Policy has an Assignment:**

The full name of the Assignee should be printed with the signature of one

authorized officer/manager other than the insured followed by his/her title.

Name of Assignee	_____
Officer Name	_____ Officer Title _____
Officer Signature	_____ Date _____

**If a Partnership:**

The full name of the firm should be printed with the signature of one partner other than the insured.

Firm Name	_____
Partner Name	_____
Partner Signature	_____ Date _____

**If a Trust:**

Print title of trust and names of all Trustees. Obtain signature of all Trustees,

unless one Trustee has the authority to sign for the entire trust. If that is the case,

be sure to include Proof of Authorization.

Title of Trust	_____
Trustee Name	_____
Trustee Signature	_____ Date _____
Trustee Name	_____
Trustee Signature	_____ Date _____

**If a Pension Plan or 401k Plan:**

Print title of Plan. Obtain signature of one Trustee of the Plan.

Title of Plan	_____
Trustee Name	_____
Trustee Signature	_____
Trustee Signature	_____ Date _____

**If a Sole Proprietorship:**

The full name of the company should be printed with the full signature of the owner

followed by the word "Owner".

Company	_____
Sole Proprietor Name	_____
Sole Proprietor Signature	_____ Date _____

## Policy Loan and Withdrawal Education Supplement

*Please read and keep with your records.*

This Policy Loan and Withdrawal Education Supplement provides you with general information on taking loans and/or withdrawals from your life insurance policy. Your life insurance policy's terms will determine when you can take a loan or withdrawal, how much you can take, and what effects a loan or withdrawal may have on your policy.

You may be able to access your life insurance policy's cash value in two general ways:

- **Withdrawal.** A withdrawal is an actual cash distribution from your policy's cash value, which permanently reduces your policy's cash value and may also permanently reduce the death benefit.
- **Policy Loan.** A policy loan is money that you borrow from your policy and the loan is secured by your policy's cash value. While policy loans are not contractually required to be repaid during the insured's life, you may be required to submit a loan repayment if the loan balance exceeds your policy's cash value. Your policy will terminate if you do not repay the portion of the loan that exceeds the cash value. Outstanding loans accrue interest and reduce your policy's death benefit and available cash surrender value. You must pay the policy loan interest or the interest will be capitalized into the loan, increasing your loan balance. You may repay your policy loan at any time. Any outstanding loans, plus unpaid loan interest, remaining upon the insured's death are repaid using the death benefit, which reduces the death benefit that is paid to your beneficiaries.

Before you request a loan or withdrawal from your policy, we recommend that you:

- Review your policy's provisions.
- Obtain and review an illustration showing the effect a loan or withdrawal will have on your policy.
- Seek the advice of your personal tax advisor regarding potential tax consequences.
- Once you take a loan or withdrawal, monitor and review your policy periodically with your financial representative to reduce the possibility of your policy lapsing.
- Understand that taking a loan or withdrawal from your policy may increase the possibility that your policy will lapse or that a lower death benefit will be paid to your beneficiaries. Further, if your policy lapses with a loan outstanding, you may have to pay tax on the amount you still owe to your policy. There may be several factors that could contribute to the lapsing of a life insurance policy, such as not paying premiums, not paying loan interest, and policy loans equaling your policy's maximum loan value.

Your policy may terminate when policy loans (including accrued and unpaid interest) equal or exceed the limit specified in your policy. If the limit is reached, we will send you a notice specifying the amount you need to pay to bring your policy loans back within the limit. If you fail to make the payment in a timely manner, the policy will terminate.

### **Policy Interest Crediting Rate and Dividend Considerations for Universal Life Policies**

*(Not Applicable to Variable Policies)*

Your universal life insurance policy has an account value that grows based on current interest crediting rates. This rate is subject to the guaranteed interest rate stated in your policy. If you own a participating life insurance policy, you may receive policy dividends. While your policy is a participating policy it is not expected that any dividends will be paid.

If you take a withdrawal from your policy, the guaranteed interest credited to your policy, as well as any declared dividends, will be based on your policy's reduced cash value.

### **Tax Considerations**

A withdrawal can generally be taken from a life insurance policy income tax-free up to your basis in the policy, which is generally equal to the cumulative premiums paid less any previous untaxed distributions. Income tax-free withdrawals reduce your basis and any withdrawals in excess of your basis are taxable. It is important to note that if a withdrawal reduces your policy's death benefit, a withdrawal taken within the first 15 years of the policy may be considered a taxable event even if the withdrawal is not in excess of your basis in the policy.

A policy loan is not considered a distribution for tax purposes, therefore, a policy loan does not have an immediate income tax consequence. However, if your policy lapses or you surrender your policy while there is an outstanding loan, the extinguishment of the loan may result in a taxable event to the extent of the policy's gain. If your policy has an outstanding loan and lapses for nonpayment of premiums, you will recognize taxable income to the extent that the loan exceeds your basis in the policy. If you surrender your policy, or your policy lapses, while there is an outstanding loan, the loan amount is included in the cash value when determining the taxable gain upon surrender, which could result in the amount included in your taxable income exceeding the cash you receive upon surrendering your policy.

### **Modified Endowment Contract (MEC)**

If your policy is classified as a MEC, loans and withdrawals are taxable income to the extent there is gain in the contract. Note that if you are under the age of 59 ½, taxable distributions from MECs are also subject to a 10% early withdrawal penalty, subject to limited exceptions.

Your policy's cash value and death benefit are reduced for any withdrawals taken. Therefore, prior withdrawals may impact any EABR benefits you receive.

If your policy includes the EABR and has outstanding loans when EABR benefits are paid, a portion of the EABR benefits may be used to repay policy loans. The required loan repayment when EABR benefits are paid is based on the requested accelerated benefit, the amount of outstanding policy loans, and the policy's cash value. Outstanding policy loans may result in smaller EABR benefits being paid. Refer to your life insurance policy's terms for further details.

### **Special Considerations for Variable Life Insurance Policies and Policies with Indexed Options**

*(Issued by The Guardian Insurance & Annuity Company, Inc. (GIAC))*

Taking a loan from a variable life insurance policy differs from taking a loan from a whole life insurance policy. When you request a loan we transfer the requested amount from your policy account value that is invested in the various allocation options into a loan account. When this occurs the value transferred no longer shares in the investment experience or earns the interest associated with those options. Instead, GIAC will credit interest to the loan account at a guaranteed minimum rate as specified in your policy. As a result, taking a policy loan will have a permanent effect on your policy account value, even after the loan is repaid in full.

If your policy has an indexed option you can request a standard loan at any time, subject to the maximum loan amount.

Beginning on the 5<sup>th</sup> policy anniversary you also have the option of taking an indexed loan. When you request an indexed loan, the amount of the indexed loan remains in the indexed option and will continue to earn interest associated with that option as described in your contract.

Before you take an indexed loan, you should consider:

- While it is possible that the interest GIAC charges on the indexed loan amount may be less than the interest earned in the indexed option, it is also possible that the return on amounts in the indexed option may be less than the loan interest rate. For example, if GIAC charges 6% interest on the indexed loan, but the amount earned on the indexed option is 1%, you will in effect be paying 5% interest on your indexed loan.
- If, because of poor index performance, your policy's debt grows larger than the policy's value in the indexed option, you will have to transfer policy value from other allocation options into the indexed option or pay additional premium into your policy.

***Neither Guardian, nor its subsidiaries, agents, or employees provide tax or legal advice. You should consult with your tax and legal advisor regarding your individual situation.***

***Individual variable life insurance is issued by The Guardian Insurance & Annuity Company, Inc. (GIAC), a Delaware corporation, and distributed by Park Avenue Securities LLC (PAS). GIAC is a wholly owned subsidiary of The Guardian Life Insurance Company of America (Guardian). PAS is a wholly owned subsidiary of GIAC. Guardian, GIAC and PAS are located at 7 Hanover Square, New York NY 10004.***

***PAS is a member: FINRA, SIPC.***