# MULTI-YEAR GUARANTEED ANNUITY

**Product Summary** 

## **MULTI-YEAR GUARANTEED ANNUITY PRODUCT SUMMARY**

This is a summary of how the Gainbridge Multi-Year Guaranteed Annuity ("MYGA") works. The complete terms and conditions about this product will be detailed in and governed by your annuity contract. In this product summary, "you" and "your" refer to the contract owner and "we," "us" and "our" refer to Clear Spring Life and Annuity Company f/k/a Guggenheim Life and Annuity Company (d/b/a Clear Spring Life and Annuity Insurance Company in California) (the "Company"), which is the company issuing the Gainbridge MYGA.

#### WHAT IS THE GAINBRIDGE MYGA?

The Gainbridge MYGA is a single-premium deferred annuity contract issued on form number GB-MYGA-01. A single-premium deferred annuity is an accumulation product designed to guarantee the principal portion of your investment and accumulate interest at a guaranteed rate over a specified investment period. The Guaranteed Interest Rate Period (investment period) you select under the Gainbridge MYGA may be any annual period from 3 to 10 years. The contract is non-participating, which means that it does not share in the profits or surplus of the Company.

At the end of any Guaranteed Interest Rate Period investment period, you will have the option of (1) continuing your Gainbridge MYGA contract by starting a new Guaranteed Interest Rate Period, with a new Guaranteed Interest Rate, (2) withdrawing the Account Value in a single payment, or (3) "annuitizing" your contract by converting the Account Value into a series of guaranteed monthly payments over a period you select, which may be any annual period from 5 to 10 years. If you do nothing, we will renew your Gainbridge MYGA for a new Guaranteed Interest Rate Period. The Guaranteed Interest Rate credited during any new Guaranteed Interest Rate Period will be based on competitive, current interest rates at that time. Starting a new Guaranteed Interest Rate Period will also reset your surrender charge period applicable to your contract.

# CAN I ACCESS MONEY FROM MY GAINBRIDGE MYGA PRIOR TO THE END OF A GUARANTEED INTEREST RATE PERIOD?

Yes, you can. You have the following options:

#### 1. CANCELLATION WITHIN 30 DAYS OF CONTRACT ISSUANCE

You will have the right to cancel your Gainbridge MYGA for any reason within 30 days of having received your contract by sending written notice of cancellation to the Company, or to an agent of the Company, by phone at (866) 252-9439 or by return

of your contract to the office of the Company. Upon cancellation, the Company will return your investment, less any proceeds already paid to you by the Company.

#### 2. ANNUITIZATION

You will have the right to annuitize your contract at any time, beginning in the second year of your contract, by converting the Account Value into a series of guaranteed monthly payments over a period you select, which may be any annual period from 5 to 10 years. Surrender charges may apply if you annuitize your contract before the end of your fifth contract year.

#### 3. AFTER THE FIRST YEAR, FREE WITHDRAWALS UP TO 10% OF ACCOUNT VALUE

We understand that an unplanned need for liquidity can arise. That's why, beginning in the second year of your contract, you may make annual withdrawals from your Gainbridge MYGA of at least \$100 and up to 10% of your Account Value (as of the previous contract anniversary) without incurring a withdrawal charge.

#### 4. OTHER WITHDRAWALS OR SURRENDERS DURING A GUARANTEED INTEREST RATE PERIOD

The Guaranteed Interest Rate applicable to your Gainbridge MYGA contract is offered with the expectation that you will maintain your contract for the entire Guaranteed Interest Rate Period. If you choose to make withdrawals in excess of the 10% free withdrawal amount in any year or surrender your contract prior to the end of the Guaranteed Interest Rate Period, we will apply a withdrawal or surrender charge to the amount withdrawn or surrendered that exceeds the free withdrawal amount. Therefore, we recommend that you consider purchasing a Gainbridge MYGA only if you feel confident about having enough liquidity to cover living expenses and potential emergencies during the Guaranteed Interest Rate Period.

Please refer to the following schedule of withdrawal and surrender charges applicable to Gainbridge MYGA contracts and sample calculation for withdrawals in excess of the free withdrawal amount.

#### WITHDRAWAL AND SURRENDER CHARGES

 $(charges\ represented\ as\ a\ percentage\ of\ amount\ being\ with drawn\ or\ surrendered)$ 

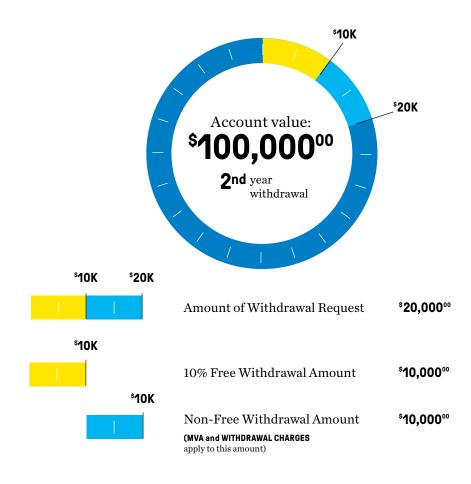
YEAR	1	2	3	4	5	6	7	8	9	10
GUARANTEED INTEREST RATE PERIOD (IN YEARS)										
3	3%	2%	1%							
4	3%	3%	2%	1%						
5	3%	3%	3%	2%	1%					
6	3%	3%	3%	3%	2%	1%				
7	3%	3%	3%	3%	3%	2%	1%			
8	3%	3%	3%	3%	3%	3%	2%	1%		
9	3%	3%	3%	3%	3%	3%	3%	2%	1%	
10	3%	3%	3%	3%	3%	3%	3%	3%	2%	1%

#### **EXAMPLE**

If you purchased a 5-year MYGA, your surrender charge in Year 3 will be 3% of your Adjusted Account Value.

### **SAMPLE WITHDRAWAL CALCULATIONS**

(with \$100,000 Account Value and a \$20,000 requested with drawal in second contract year)



MARKET VALUE ADJUSTMENT	(using -1.76% MVA factor from Example B of MVA definition in Key Definitions section)	-1.76% x \$10,000°°	-\$176°°
MVA ADJUSTED Withdrawal Value		\$10,000°° - \$176°°	\$9,824°°

WITHDRAWAL CHARGE (3%)	3% of *9,824°°	\$294 <sup>72</sup>
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GROSS WITHDRAWAL	\$20,000°°
MVA	-\$176°°
WITHDRAWAL CHARGE	-\$294 <sup>72</sup>
NET WITHDRAWAL	\$19,529 <sup>28</sup>
REMAINING ACCOUNT VALUE	\$80,000°°

#### WHAT HAPPENS TO MY GAINBRIDGE MYGA UPON DEATH?

The Gainbridge MYGA has a death benefit that becomes payable to the designated beneficiaries if any contract owner or joint-owner dies during a Guaranteed Interest Rate Period. The death benefit is paid in a single payment equal to the Account Value on the date of the deceased contract owner's death, plus any applicable interest. Beneficiaries also have the option of receiving their share of the death benefit in continued guaranteed payments over the remainder of the Guaranteed Interest Rate Period instead of as a single payment. If you elect to annuitize your contract, we will pay any subsequent death benefit to beneficiaries on the same schedule you selected upon annuitizing the contract.

If (and only if) the contract owner's surviving spouse is the sole primary beneficiary, then the surviving spouse may elect by written request to continue the Gainbridge MYGA contract by becoming the contract owner.

#### FEDERAL TAX STATUS - TAX CONSIDERATIONS

The Gainbridge MYGA is a tax-deferred annuity. You will not be taxed on the interest credited to the contract until it is paid to you. At that time, you will pay tax at the same rate as other ordinary income. You may also be subject to a 10% federal tax penalty if you make withdrawals before you reach age  $59\,1/_2$ , unless an exception applies (e.g., death benefits, payments following annuitization, etc.). Tax-deferred annuities are eligible to be exchanged for other tax-deferred annuities without paying taxes on the earnings.

Neither Gainbridge Insurance Agency, LLC, Clear Spring Life and Annuity Company f/k/a Guggenheim Life and Annuity Company, nor their respective representatives provide legal or tax advice. For legal or tax advice concerning your specific situation, please consult an attorney or tax professional.

This product summary is for informational or educational purposes only and is not a recommendation to buy, sell, hold or rollover any asset. It does not take into account the specific financial circumstances, investment objectives, risk tolerance, or needs of any specific person. In providing this information, the Company is not acting as your fiduciary as defined by the U.S. Department of Labor.

The Gainbridge Multi-Year Guarantee Annuity is a single premium deferred annuity, form number GB-MYGA-01 or a variation of such and ICC18-GB-MYGA-01 in Idaho, issued by Clear Spring Life and Annuity Company f/k/a Guggenheim Life and Annuity Company (d/b/a Clear Spring Life and Annuity Insurance Company f/k/a Guggenheim Life and Annuity Insurance Company in California, NAIC#83607), a Delaware-domiciled insurance company with its principal office in Zionsville, Indiana. The Gainbridge Multi-Year Guaranteed Annuity and/or certain features may not be available

in all states. Clear Spring Life and Annuity Company f/k/a Guggenheim Life and Annuity Company is currently licensed and authorized to do business in 49 states (all states except New York), the District of Columbia and Puerto Rico.

#### **KEY DEFINITIONS**

**ACCOUNT VALUE** under your contract on any date equals the sum of your initial investment and any accumulated interest, less any withdrawals (including incurred withdrawal charges) and any applicable premium tax.

**GUARANTEED INTEREST RATE** refers to the interest rate that we will credit to the Account Value for the applicable Guaranteed Interest Rate Period. The rate quoted is an annual effective rate, but will be calculated and credited on a daily basis.

**GUARANTEED INTEREST RATE PERIOD** refers to the certain period of time (which may be any annual period from 3 to 10 years) during which the Company will credit interest on the Account Value at the Guaranteed Interest Rate specified in your contract. The initial Guaranteed Interest Rate Period begins on the date we issue your contract.

**MARKET VALUE ADJUSTMENT** or **MVA** refers to an increase or decrease in the amount we will distribute to you upon withdrawal from or surrender of your Gainbridge MYGA due to changes in market interest rates since the beginning

of the applicable Guaranteed Interest Rate Period. Application of an MVA is in addition to any withdrawal or surrender charges that we otherwise may assess. MVAs generally increase the withdrawal or surrender proceeds you will receive when interest rates fall and decrease the withdrawal or surrender proceeds you will receive when interest rates rise.

The Company does not apply an MVA (1) to withdrawals or surrenders taken at the end of a Guaranteed Interest Rate Period, (2) to withdrawals that do not exceed the free withdrawal amount, (3) to death benefit payments, or (4) to settlement payments if you annuitize your contract after the fifth contract year and elect

to receive payments over at least five years. Application of the Market Value Adjustment will not result in the surrender value of your contract being below the minimum guaranteed contract value specified in your contract.

**SAMPLE MVA CALCULATIONS:** The MVA is equal to the amount withdrawn, less any available free withdrawal amount, multiplied by the Market Value Adjustment Factor.

The MVA uses the Moody's Yield on Seasoned Corporate Bonds – All Industries Baa (the "Moody's Rate") as the reference rate for calculating the change in interest rates from the date of issue of a contract to the date of withdrawal.

#### The Market Value Adjustment Factor is calculated as follows:

$$(M \times (A-B) \times N/12)$$

where: **A** = Moody's Rate on the date your contract is issued;

**B** = Moody's Rate at the time of withdrawal or surrender;

**M** = MVA multiplier specified in your contract;

N = number of complete months from the date of withdrawal to end of Guaranteed Interest Rate Period

The following two examples are for a five-year contract issued on 2/15/2017

Moody's Rate on 2/15/2017 = **4.70% (0.0470)** 

*MVA multiplier* = **100**%

**Example A:** Decreasing interest rates with a withdrawal on 1/16/2018

Moody's Rate on 1/16/2018 = 4.20% (0.0420);

N = 48 months

MVA Factor =  $(100\% \times (0.0470 - 0.0420) \times 48/12) = 2.00\% (0.0200)$ 

**Example B:** Increasing interest rates with a withdrawal on **11/4/2018** 

Moody's Rate on 11/4/2018 = **5.24% (0.0524)**;

N = 39 months

MVA Factor =  $(100\% \times (0.0470 - 0.0524) \times 39/12) = -1.76\% (-0.0176)$