61A.60 REQUIRED REPLACEMENT NOTICE AND FORM.

Subdivision 1. **Notice form; agent sales.** The notice required where sections 61A.53 to 61A.60 refer to this subdivision is as follows:

IMPORTANT NOTICE

DEFINITION	REPLACEMENT is any transaction where, in connection with the purchase of New Insurance or a New Annuity, you LAPSE, SURRENDER, CONVERT to Paid-up Insurance, Place on Extended Term, or BORROW all or part of the policy loan values on an existing insurance policy or an annuity. (See reverse side for DEFINITIONS.)
IF YOU INTEND TO REPLACE COVERAGE	In connection with the purchase of this insurance or annuity, if you have REPLACED or intend to REPLACE your present life insurance coverage or annuity(ies), you should be certain that you understand all the relevant factors involved. You should BE AWARE that you may be required to provide **EVIDENCE OF INSURABILITY** and (1) If your HEALTH condition has CHANGED since the application was taken on your present policies, you may be required to pay ADDITIONAL PREMIUMS under the NEW POLICY, or be DENIED coverage. (2) Your present occupation or activities **may not be covered or could require additional premiums**. (3) The INCONTESTABLE and SUICIDE CLAUSE will begin anew in a new policy. This could RESULT in a **CLAIM under the new policy BEING DENIED** that would otherwise have been paid. (4) Current law MAY NOT REQUIRE your present insurer(s) to REFUND any premiums. (5) It is to your advantage to OBTAIN INFORMATION regarding your existing policies or annuity contracts **from the insurer or agent from whom you purchased the policy or annuity contract**. (If you are purchasing an annuity, clauses (1), (2), and (3) above would not apply to the new annuity contract.) THE INSURANCE OR ANNUITY I INTEND TO PURCHASE FROM ..... INSURANCE CO. MAY REPLACE OR ALTER EXISTING LIFE INSURANCE POLICY(IES) OR ANNUITY CONTRACT(S). The following policy(ies) or annuity contract(s) may be replaced as a result of this transaction:

Insurer as it appears on the policy or contract	**Insured as it appears on the policy or contract**
.....	.....
.....	.....
.....	.....
.....	.....
Policy or contract number	**Insured birthdate**
.....	.....
.....	.....
.....	.....
.....	.....

The proposed policy or contract is:

..... $ .....

type of policy- or contract-generic name face amount

.....

signature of applicant date

.....

address of applicant city state

I certify that this form was given to and completed by

.....

(applicant-please print or type)

prior to taking an application and that I am leaving a signed copy for the applicant.

.....

agent's signature date

.....

address

.....

city state

Note important statement on reverse side

Subd. 2. **Notice form; direct response sales.** The notice required where sections 61A.53 to 61A.60 refer to this subdivision is as follows:

IMPORTANT NOTICE

REQUIRED BY

MINNESOTA INSURANCE LAW

DEFINITION	REPLACEMENT is any transaction where, in connection with the purchase of New Insurance or a New Annuity, you LAPSE, SURRENDER, CONVERT to Paid-up Insurance, Place on Extended Term, or BORROW all or part of the policy loan values on an existing insurance policy or an annuity. (See reverse side for DEFINITIONS.)
IF YOU INTEND TO REPLACE COVERAGE	In connection with the purchase of this insurance or annuity, if you have REPLACED or intend to REPLACE your present life insurance coverage or annuity(ies), you should be certain that you understand all the relevant factors involved. You should BE AWARE that you may be required to provide **Evidence of insurability** and (1) If your HEALTH condition has CHANGED since the application was taken on your present policies, you may be required to pay ADDITIONAL PREMIUMS under the NEW POLICY, or be DENIED coverage. (2) Your present occupation or activities **may not be covered or could require additional premiums**. (3) The INCONTESTABLE and SUICIDE CLAUSE will begin anew in a new policy. This could RESULT in a **CLAIM under the new policy BEING DENIED** that would otherwise have been paid. (4) Current law DOES NOT REQUIRE your present insurer(s) to REFUND any premiums. (5) It may be to your advantage to OBTAIN INFORMATION regarding your existing policies or annuity contracts **from the insurer or agent from whom you purchased the policy or annuity contract**. (If an annuity is being purchased, Items (1), (2) and (3) above would not apply to the new contract.)
CAUTION	If after studying the information made available to you, you decide to replace your existing life insurance or annuity with our policy or annuity contract, you are urged not to take action to terminate or alter your existing coverage or annuity(ies) until after you have been issued the new policy or annuity contract, examined it and found it to be acceptable to you. If you should terminate or otherwise materially alter your existing coverage or annuity(ies) and fail to qualify for the

life insurance for which you have applied, you may find yourself unable to purchase other life insurance or be able to purchase it only at substantially higher rates.

INSURER'S MAILING DATE: .....

Subd. 3. **Definitions.** The following definitions must appear on the back of the notice forms provided in subdivisions 1 and 2:

DEFINITIONS

PREMIUMS: Premiums are the payments you make in exchange for an insurance policy or annuity contract. They are unlike deposits in a savings or investment program, because if you drop the policy or contract, you might get back less than you paid in.

CASH SURRENDER VALUE: This is the amount of money you can get in cash if you surrender your life insurance policy or annuity. If there is a policy loan, the cash surrender value is the difference between the cash value printed in the policy and the loan value. Not all policies have cash surrender values.

LAPSE: A life insurance policy may lapse when you do not pay the premiums within the grace period. If you had a cash surrender value, the insurer might change your policy to as much extended term insurance or paid-up insurance as the cash surrender value will buy. Sometimes the policy lets the insurer borrow from the cash surrender value to pay the premiums.

SURRENDER: You surrender a life insurance policy when you either let it lapse or tell the company you want to drop it. Whenever a policy has a cash surrender value, you can get it in cash if you return the policy to the company with a written request. Most insurers will also let you exchange the cash value of the policy for paid-up or extended term insurance.

CONVERT TO PAID-UP INSURANCE: This means you use your cash surrender value to change your insurance to a paid-up policy with the same insurer. The death benefit generally will be lower than under the old policy, but you will not have to pay any more premiums.

PLACE ON EXTENDED TERM: This means you use your cash surrender value to change your insurance to term insurance with the same insurer. In this case, the net death benefit will be the same as before. However, you will only be covered for a specified period of time stated in the policy.

BORROW POLICY LOAN VALUES: If your life insurance policy has a cash surrender value, you can almost always borrow all or part of it from the insurer. Interest will be charged according to the terms of the policy, and if the loan with unpaid interest ever exceeds the cash surrender value, your policy will be surrendered. If you die, the amount of the loan and any unpaid interest due will be subtracted from the death benefits.

EVIDENCE OF INSURABILITY: This means proof that you are an acceptable risk. You have to meet the insurer's standards regarding age, health, occupation, etc., to be eligible for coverage.

INCONTESTABLE CLAUSE: This says that after two years, depending on the policy or insurer, the life insurer will not resist a claim because you made a false or incomplete statement when you applied for the policy. For the early years, though, if there are wrong answers on the application and the insurer finds out about them, the insurer can deny a claim as if the policy had never existed.

SUICIDE CLAUSE: This says that if you complete suicide after being insured for less than one year, depending on the policy and insurer, your beneficiaries will receive only a refund of the premiums that were paid.

Subd. 4. **Printing of notices.** The notices in subdivisions 1 and 2 must be reproduced in their entirety on one side of an 8-1/2 by 11 inch sheet of plain paper. The definitions contained in subdivision 3 must be printed on the reverse side. The insurer may print its legal name in the space provided.

History: *1996 c 446 art 1 s 20; 1999 c 177 s 35; 2023 c 57 art 2 s 5*