

CERTIFICATE OF DISCLOSURE

NY11-FPDA2 (Flexible Premium Deferred Annuity)

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MINIMUM GUARANTEED INTEREST RATE

1.50%.

INTEREST CREDITING

The initial rate is guaranteed for the first Contract Year on the Initial Premium only. Additional premiums may be subject to different rates. Renewal rates are subject to change and are guaranteed to never be less than the MGIR compounded annually.

ACCESSIBILITY

This annuity offers Penalty-free Withdrawals up to 10% of your Contract Value once annually after the first Contract Anniversary. This means you can withdraw up to 10% of the Contract Value without a Surrender Charge each year after the first Contract Anniversary.

TAX TREATMENT

You may be subject to a 10% Federal tax penalty if you make withdrawals, including 10% Penalty Free Withdrawals, or Surrender this annuity before age 59½. If this annuity is within a qualified plan all distributions may be taxable. Under current tax laws annuities grow tax deferred and an annuity is not required for tax deferral in a qualified plan. Any distribution may cause a taxable event. When you take payouts or make a withdrawal, you pay ordinary income taxes on the earned interest. Neither American Equity of New York nor our agents offer legal, investment, or tax advice. Please consult a qualified advisor for these matters.

DEATH BENEFIT

The Death Benefit offers a variety of settlement options. Your beneficiary(ies) will have access to your contract's full value. Settlement options are a lump sum payout, the guaranteed income of annuitization, penalty-free and continued tax deferral if you are a spouse. Death Benefit is payable at first to die of Owner or Annuitant.

SURRENDER CHARGES

A Surrender Charge (indicated below) is deducted by the Company in the event of Surrender or Withdrawal in the first year or in excess of 10% as described previously. (see Annuity Contract for full details):

Annuity Contract Year	1	2	3	4	5	6	7	8	9	10	11
%	10	10	10	9	8	7	6	4.5	3	1.5	0

OTHER INFORMATION

- This annuity is designed for people who are willing to let their assets build for at least 10 years.
- We may change your Annuity Contract from time to time to follow federal or state laws and regulations. If we do, we'll tell you about the changes in writing.
- Like any annuity issuer, American Equity of New York incurs expenses to sell and issue its contracts, including the payment of a commission to its agents, and these expenses are taken into consideration when interest rates are established and reset. You will receive all benefits as set forth in the contract.
- New York has a law that gives you a set number of days to look at an annuity after you buy it. If you decide during that time that you don't want it, you can return the annuity and get all your money back.

_____ Owner's Initials



This disclosure is intended to summarize this Annuity. Consult your Annuity Contract for specific terms and conditions of your Annuity. Annuity contracts are products of the insurance industry and are not guaranteed by any bank or insured by the FDIC.

If you are replacing an existing annuity contract, carefully compare the benefits of the proposed annuity contract with your existing annuity contract to ensure your decision is in your best interest.

Pursuant to Section 3 of the federal Defense of Marriage Act (“DOMA”), same-sex marriages currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue Code sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse. Same-sex spouses who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract or certificate accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses remain entitled to such rights or benefits to the same extent as any annuity holder’s spouse.

APPLICANT’S STATEMENT

I have read and received a copy of this document and a copy of the NAIC Buyer’s Guide to Annuities.* I acknowledge that this annuity meets my financial objectives and that a full Surrender or Withdrawals over penalty-free amount taken within the Surrender Charge Period will result in Surrender Charges being assessed and potential loss of Premium.

Owner’s Signature

Date

Joint Owner’s Signature

Date

AGENT’S STATEMENT

I certify that I have provided a copy of this document to the applicant and I have made no promises or assurances regarding values of the annuity contract, nor have I made statements that differ from this disclosure.

Agent’s Signature

Date

Agent’s State License Number

*NAIC Buyer’s Guide is recommended for all applications.

