

#### **BENEFICIARY DESIGNATION GUIDE**

#### GENERAL INSTRUCTIONS/INFORMATION

- A separate Beneficiary Designation form must be used for each Policy.
- Please type or print in black or blue ink.
- Cross outs or white outs are not acceptable.
- **Certain Attachments to the form are acceptable.** Any attachments to the form must include the Policy number and Insured name(s), be dated the same date as the Beneficiary Designation form, and be signed by the Policyowner(s).
- This form revokes all previously named beneficiary designations. If beneficiaries previously named are to be included in this designation, they must be named on this Beneficiary Designation form.
- Surviving Beneficiary(ies). Unless otherwise provided, all surviving beneficiaries in each class shall share equally and no beneficiary in a subsequent class shall receive payment unless all beneficiaries in the preceding class have predeceased the Insured or are otherwise disqualified.

# **Section 1: GENERAL INFORMATION**

• Must complete in full.

## Section 2: INDIVIDUAL(S) PRIMARY BENEFICIARY(IES) DESIGNATION

- Complete this section if naming individual(s) as primary beneficiary.
- By providing all of the requested information, the Company will be better able to process the payment of a death benefit promptly and minimize requests for additional information.
- Split Beneficiary(ies). If you wish the proceeds to be split among beneficiaries, use percentages totaling 100%. *Do not use dollar amounts.*
- Children of the Insured. Insurance regulations require that we request specific identifying information for all children specified as beneficiaries. Therefore, "Children of the Insured" is not an acceptable designation. Please name each living child and include their sex, date of birth, social security number, address, phone number and relationship to the insured. Be sure to update the Beneficiary Designation to add any additional children born or legally adopted should you wish for them to share in the policy proceeds upon the death of the insured.

#### Section 3: INDIVIDUAL(S) CONTINGENT BENEFICIARY(IES) DESIGNATION

• Complete this section to name individual(s) as contingent beneficiary. Proceeds are payable to a named contingent beneficiary only if all primary beneficiary(ies) die before the Insured or are otherwise disqualified.

**Section 4: SAMPLE LANGUAGE FOR SPECIAL BENEFICIARY DESIGNATIONS** Security Mutual cannot provide tax or legal advice. Policyowners are advised to seek advice regarding their particular circumstances from competent legal counsel.

- 1. **Estate.** Executors or Administrators of my estate.
- 2. **Minor Child.** Jane Doe as custodian for (name of minor, date of birth, social security number, relationship to insured) under the (applicable State name) Uniform Transfers to Minors Act.
- 3. Deceased primary beneficiary's share to go to secondary beneficiary and not to be divided between surviving primary beneficiaries. Jane Doe, date of birth, social security number, daughter, and James Doe, date of birth, social security number, son, equally; if Jane Doe shall predecease the Insured, her share to go to her children.
- 4. A Per Stirpes designation is a stipulation that, should a beneficiary predecease the insured(s), the beneficiary's share of the benefit will go to his or her heirs. Jane Doe, date of birth, social security number, daughter, and James Doe, date of birth, social security number, son, equally per stirpes.
- 5. **Creditor.** ABC Bank, as its interest may appear; balance, if any to (named beneficiary, date of birth, social security number, relationship to insured). The Policyowner should consider using a Collateral Assignment form to reflect a creditor's interest in policy proceeds (see Form No. 5576.)

6.	Testamentary Trust.	The qualified	testamentary	trustee(s)	of the trust	created,	under my	Last Will	and '	Testament,
	dated									

0012422XX 09/2017 Page 1 of 5

### Section 5: TRUST OR BUSINESS AS BENEFICIARY

- Complete this section to name a trust or business as beneficiary.
- **Individual trust as beneficiary.** A valid trust document must be in existence prior to naming the trust as beneficiary and the trust document will govern the disposition of the death benefit proceeds.
- **Pension Plan Policies (including HR-10s).** The Pension Plan/Trustee must be the beneficiary of policies issued under a pension plan. Personal beneficiaries should be filed with the Plan Trustee.

## Sections 6 and 7: SIGNATURE REQUIREMENTS

- Policyowner Signature: All Policyowners must complete Section 6 with their signature, date of signing and printed name.
  - If the Policy is owned by a corporation or other entity, only an authorized officer may sign with the name of the corporation or entity and his or her title after the signature (the signing officer cannot be the Insured, unless the Insured has been given this authority as stated on the Business Entity Ownership Certification form).
  - If the Policy is owned by a trust, Trustee(s) must sign with the name of the Trust and the title "Trustee" following the signature.
- Witness Signature: The Policyowner's signature should be witnessed in person by a disinterested third party. A beneficiary cannot sign as a witness. The witness should complete Section 6B with their signature, printed name and address. A witness signature is REQUIRED in the state of Massachusetts and recommended in all other states.
- **Spouse Signature:** Only required if the Policyowner resides in or the Policy was issued in one of the following states with Community Property Laws: AZ, CA, ID, LA, NV, NM, TX, WA, WI.
- Irrevocable Beneficiary Signature: This signature is only required if the current beneficiary (the beneficiary before the requested change) was named as an irrevocable beneficiary. If the current beneficiary is not irrevocable, please leave this space blank. Note that an "Irrevocable Trust" is not the same as an irrevocable beneficiary.

## **IMPORTANT INFORMATION**

- Child/Children named as beneficiary(ies). Legal complications can arise if the child (children) named as beneficiaries are minors at the time of the death of the Insured. In many cases, state statutes will tie up the proceeds and make it time consuming and expensive for minor beneficiaries to receive the proceeds. Current laws restrict payment directly to a minor. In the event of proceeds payable to a minor, it may be that funds can only be released to a court appointed guardian of the minor, which requires a court proceeding to obtain documentation from the court. Options to consider:
  - 1. A custodial designation, provided under the Uniform Transfers to Minors Act as adopted by the state in which the Policyowner resides, allows the Policyowner to choose an individual that will manage the child's property until the age of majority.
  - 2. Establishing a trust and naming the trust as beneficiary may be an appropriate alternative. The trust agreement can specify at what age and under what conditions the minor will be entitled to the funds and how the funds are to be invested prior to distribution.

See also "Children of the Insured" under Section 2 above.

- **Community/Marital Property States.** The Policyowner should consult with his or her own attorney as to the appropriateness of this designation under the community/marital property laws in the Policyowner's own state.
- Impact of divorce on beneficiary designations. Many states have adopted statutes that may revoke the designation by a spouse of the other spouse as beneficiary upon divorce of the parties. The laws of some states also revoke the designation of a relative of the former spouse upon divorce. We strongly suggest that Policyowners consult with their divorce attorneys regarding their beneficiary designation following a divorce.
- Revocable versus Irrevocable designation. Beneficiary designations are routinely "revocable", which means that they can be changed in the future as directed by the Policyowner. An "irrevocable" beneficiary designation means that the beneficiary can be changed in the future only with the authorized signature of the irrevocable beneficiary. An "irrevocable" beneficiary designation is frequently used in divorce situations. Note that an "Irrevocable Trust" is not the same as an irrevocable beneficiary.

0012422XX 09/2017 Page 2 of 5



# **BENEFICIARY DESIGNATION**

Socian 1. CENEDAL INC	)DMA	TION 1	MICT as male	-4- i- C-1	1				
Section 1: GENERAL INFORMATION – MUST complete in full.									
Insured Name(s)				Policy Number					
Policyowner Name(s)					Home Telephone Number:				
(3)					Work Telephone Number:				
					Cell Phone Number:				
Policyowner Mailing Address			City		State	Zip			
Toneyowner maining radiess			City		State	Zip			
77 (5 15 1411									
Home/Personal Email Address									
All prior beneficiary designa	tions	for proceed	ls pavable un	der the a	bove referenced Policy on th	e death of t	 he		
Insured(s) are terminated an					ibove referenced roney on the	ic death of t	iic		
Section 2: INDIVIDUAL(S)	PRIN	MARY BEN	NEFICIARY(	IES) DE	SIGNATION – Please use Se	ection 4 for sp	ecial		
beneficiary designations. Trust of						J			
		<u> </u>	Social	Ī		Relationship	Percentage		
Full Name (First, Middle, Last)	Sex	Birth Date	Security No.	Address (S	Street, City, State, Zip) and Phone Number	to Insured	of Proceeds		
						+			
		<u> </u>		<u> </u>					
Payment will be made in equal shares or all to the survivor unless you indicate otherwise by completing the									
"Percentage of Proceeds" section above.  TOTAL: 1009									
Section 3: INDIVIDITAL (S	CON	TINCEN'	L BENEEICI	IARV(IF	S) DESIGNATION				
<b>Section 3: INDIVIDUAL(S) CONTINGENT BENEFICIARY(IES) DESIGNATION</b> I wish the following to receive proceeds <i>only</i> if the primary beneficiary(ies) stated above all die before the insured(s) or are otherwise disqualified:									
1 wish the following to receive proce	T one	y ii tile pillila	i i	T stated ab	sove all the before the histhetics) of a		T		
Full Name (First Middle Leet)	Sex	Birth Date	Social Security No.	Addman (S	Street City State 7in) and Phone Number	Relationship to Insured	Percentage of Proceeds		
Full Name (First, Middle, Last)	Sex	Dirth Date	Security No.	Address (S	Street, City, State, Zip) and Phone Number	to insured	of Proceeds		
	+			-					
	1								
Payment will be made in equal shares or all to the survivor unless you indicate otherwise by completing the "Percentage of Proceeds" section above.  TOTAL:									
"Percentage of Proceeds" section above.  TOTAL:									

0012422XX 09/2017 Page 3 of 5

Section 4: SPECIAL BENEFICIARY – See "Sample Language for Special Beneficiary Designations" on Beneficiary Designation Guide Page.							
Must check one: ☐ Primary ☐ Contingent							
-							
Section 5: TRUST OR BUSINESS AS BENEFICIARY							
Trust as Beneficiary (Complete this section only if you are naming a trust as beneficiary and the trust document will govern the disposition of the death benefit proceeds. A valid trust document must be in existence <b>prior</b> to naming the trust as Beneficiary.)  Must check one: □ Primary □ Contingent  Must check one: □ Revocable Trust □ Irrevocable Trust							
Trust Name		Trust Date	Trust Tax Identification Number				
Trustee Name (s)	Address (Street, City, State, Zip)		Percentage				
Business as Beneficiary							
Must check one:  Primary Contingent							
Full Business Name			Business Tax Identification Number				
Company Officer Name and Title	Address (Street, City, State, Zip)		Percentage				

#### **CONDITIONS OF THIS DESIGNATION**

- 1. This designation is subject to any Collateral Assignment of the Policy accepted by and filed with the Insurance Company or indebtedness to the Insurance Company on the Policy, in each case whether made or incurred prior to or after the date of this designation.
- 2. The Insurance Company assumes no responsibility for the proper use of money by any Trustee, Custodian, Guardian, Executor or other beneficiary named herein and is released from all liability from making payment in accordance with this designation.
- 3. Unless otherwise expressly provided herein, the Policyowner reserves the right, without the consent of any Beneficiary, to revoke this designation and to change the Beneficiary at any time by so notifying the Insurance Company in writing received at its Home Office.
- 4. Any change shall be without prejudice to the Insurance Company on account of any payment made or action taken by it before the Insurance Company filed such change in its Home Office.
- 5. The Insurance Company has the right to refuse to file any designation that does not comply with the Insurance Company's rules and regulations.
- 6. This designation, when filed by the Insurance Company, shall become effective as of its date of execution. Such filing shall constitute a waiver of any provisions of the Policy requiring endorsement thereon.
- 7. All references herein to the Insurance Company shall mean the insurance company that issued the Policy. All references herein to Insured are understood to include Annuitant (or Owner under annuity contracts requiring payment of proceeds at the first to die of the Annuitant or Owner), and references to Policy are understood to include Contract.

0012422XX 09/2017 Page 4 of 5

The undersigned(s) agrees that a copy of the document transmitted by facsimile or other electronic means shall be as valid and binding as the originally executed document and will jointly and severally indemnify and hold the Company harmless from any liability incurred by the Company in reliance thereon.

Section 6: REQUIRED SIGNATURES—Must complete in full							
6a) Signature of Policyowner(s) (if business or trust, title must be indicated)							
Policyowner Signature:	Date:						
Policyowner Name (print name):							
6b) Witness Signature—Must be completed by a person, other than a Beneficiary, who witnesses the Policyowner's signature.  A beneficiary cannot sign as a witness. (Required in Massachusetts, recommended in all other states)							
Witness Signature:							
Witness Name (print name):							
Witness mailing address:	City	State Zip					
Section 7: OTHER SIGNATURES—Must Complete	If Required						
7a) Signature of Spouse—Required in Community Property States (AZ, CA, ID, LA, NV, NM, TX, WA or WI). Required only if Policy was issued in or Policyowner resides in a Community Property State							
Is the Policyowner currently married? $\square$ Yes $\square$ No							
If No, $\square$ Widowed $\square$ Never Married $\square$ Divorced							
Has the Policyowner been divorced since this Policy was issued?	Yes No						
In order to ensure that spousal interest in marital property has been protected in connection with a divorce, a copy of the relevant parts of the divorce decree is required (i.e., front page, signature page and any page(s) directly or indirectly referencing the Policy). If there is no mention of the Policy in the Policyowner's divorce decree, or the divorce decree is not clear with respect to the Policy, the former spouse must sign this form.							
Is the Policyowner named in any pending petition for marital annula	ment, separation, or dissolution?	☐ Yes ☐ No					
Spouse Signature:		Date:					
Irrevocable Beneficiary Signature—Required only if the current beneficiary (before the requested change) was designated as an irrevocable beneficiary.							
Irrevocable Beneficiary Signature:		Date:					

This Designation, when filed by the Insurance Company, shall become effective as of its date of execution. Such filing will be acknowledged by a letter to the Policyowner and shall constitute a waiver of any provisions of the Policy requiring endorsement thereon. Please keep a copy of this Designation for your records.

0012422XX 09/2017 Page 5 of 5