

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.
- **More than one Beneficiary.** If the Policyowner wishes the proceeds to be split among beneficiaries, percentages must total 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 _____.

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:** Required only 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.

Each Policyowner agrees that a copy of the Beneficiary Designation transmitted by facsimile or other electronic means shall be as valid and binding as the originally executed document and will and hereby does, jointly and severally indemnify and hold the Insurance Company harmless from any liability incurred by the Insurance Company in reliance thereon.

CONDITIONS OF THIS DESIGNATION

1. This Beneficiary 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 before or after the date of this designation.
2. The Insurance Company assumes no responsibility for use of proceeds 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 stated 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 the Insurance Company Home Office.
4. Any change to the Beneficiary shall be without prejudice to the Insurance Company on account of any payment made or action taken by the Insurance Company before the Insurance Company filed such change to Beneficiary in the Insurance Company Home Office.
5. The Insurance Company has the right to refuse to record any designation that does not comply with the Insurance Company's rules.
6. This designation, when recorded 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 Security Mutual Life Insurance Company of New York. 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.

IMPORTANT INFORMATION

- **Child named as beneficiary.** Legal complications can arise if a child named as Beneficiary is a minor at the time of the death of the Insured. If proceeds are payable to a minor, the Insurance Company may request a court appointed guardian of the minor to receive the proceeds, which requires a court proceeding to obtain documentation from the court and makes it time consuming and expensive for minor beneficiaries to receive proceeds. An option to consider is a custodial designation, provided under the Uniform Transfers to Minors Act as adopted by the state in which the Policyowner resides, which allows the Policyowner to choose an individual who will receive the attached proceeds and will manage the proceeds until the child's age of majority.
See also "Children of the Insured" under Section 2 of the Beneficiary Designation Guide, attached.
- **Community/Marital Property States (AZ, CA, ID, LA, NV, NM, TX, WA, WI).** The Policyowner is advised to 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. If the Policyowner is married, lives in a community property state, and names someone other than the Policyowner's spouse as beneficiary, the spouse may sign this Beneficiary Designation form to waive his or her rights to any community property interest in the Policy proceeds.
- **Impact of divorce on beneficiary designations.** Many state statutes revoke the designation of the spouse as beneficiary upon divorce of the Policyowner. The laws of some states also revoke the designation of a relative of the former spouse upon divorce. We strongly suggest that a Policyowner consult with his or her divorce attorney regarding any beneficiary designation following a divorce.
- **Revocable versus Irrevocable designation.** Beneficiary designations are typically "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 consent of the irrevocable beneficiary. An irrevocable beneficiary can consent to a change by signing under Section 6 above. Note that an "Irrevocable Trust" is not the same as an irrevocable beneficiary.
- **Naming a Funeral Home to receive proceeds.** Please contact Security Mutual at 1-888-257-0364 to obtain assignment forms to provide to the funeral home.



BENEFICIARY DESIGNATION

Section 1: GENERAL INFORMATION – *MUST* complete in full.

Insured Name(s)	Policy Number
Policyowner Name(s)	Home Telephone Number:
	Work Telephone Number:
	Cell Phone Number:
Policyowner Mailing Address	City State Zip
Home/Personal Email Address	

All prior beneficiary designations for proceeds payable under the above referenced Policy on the death of the Insured(s) are terminated and the following designations made:

Section 2: INDIVIDUAL(S) PRIMARY BENEFICIARY(IES) DESIGNATION – *Please use Section 4 for special beneficiary designations. Trust or business beneficiary is to be designated in Section 5.*

Full Name (First, Middle, Last)	Sex	Birth Date	Social Security No.	Address (Street, City, State, Zip) and Phone Number	Relationship to Insured	Percentage of Proceeds
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: 100%

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

I wish the following to receive proceeds **only** if the primary beneficiary(ies) stated above all die before the insured(s) or are otherwise disqualified:

Full Name (First, Middle, Last)	Sex	Birth Date	Social Security No.	Address (Street, City, State, Zip) and Phone Number	Relationship to Insured	Percentage of Proceeds
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: 100%

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 **prior** 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

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? ☐ Yes ☐ No

If No, ☐ Widowed ☐ Never Married ☐ 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 annulment, 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.