



**GENERAL PROVISIONS**

**A. Definitions**

1. Insured. The term "Insured" shall include "Annuitant" and "Payee."
2. Policy. The term "Policy" shall include "Contract" and "Agreement."

- B. Order of Payment.** Subject to the terms of "C" and "D" of the "General Provisions" any payment will be made to the Primary Beneficiary if living when such payment is due: If no Primary Beneficiary shall then be living, then to the First Contingent Beneficiary if then living, etc.
- C. Settlement with Multiple Beneficiaries.** Subject to the terms of "B" and "D" of the "General Provisions" **if there is more than one Beneficiary of the same class** (i.e. Primary, First Contingent, etc.) **any payment becoming due to such class shall be made in equal shares, unless percentage of settlement is otherwise indicated**, to all Beneficiaries of such class living when such payment becomes due. Reference to "Beneficiary" shall apply to all Beneficiaries of the same class.
- D. Common Disaster.** If request is made for a "Common Disaster" clause no payment will be made to any Beneficiary until the end of the period of time designated in such request. In the event of death of a Beneficiary during such period, payment shall be made in the same manner had said Beneficiary predeceased the Insured. In the event of death of the last surviving Beneficiary during such period, payment shall be made in one sum to the Owner or the Estate of the Owner.
- E. Testamentary Trustee.** If this provision is selected, payment shall be made to the Trustee or Trustees named in the last Will of the Insured, provided that the Company receives at its Office, before the expiration of ninety days after the date of death of the Insured, proof satisfactory to the Company that the Will of the Insured has been admitted to Probate and that such Will names a Trustee or Trustees qualified and willing to accept such payment. If no such proof has been received, payment of the proceeds shall be made to the executors or administrators of the Insured.
- F. Trust Agreement.** The Company shall not be obligated to inquire into the terms of any Trust Agreement affecting the policy and shall not be chargeable with knowledge of the terms thereof. Payment to, and receipt by, such Trustee(s) shall fully discharge the Company of all liability to the extent of such payment. Do not name the Trustee of a Trust as Beneficiary.
- G. Family Policies.** This Agreement shall apply only to the person named as the Insured and shall in no way affect the beneficiary designation or settlement of proceeds becoming payable as a result of the death of any other person insured by the policy.

**SPECIAL INSTRUCTIONS**

- A. Complicated Beneficiary Designations.** If there is any question about the beneficiary designation or how it should be worded to produce the desired effect, the problem should be presented to the Company in narrative form. The request form will then be prepared and returned for signature.
- B. Family Policies.** This form is applicable to only one person insured by a family policy. Consequently, separate forms must be prepared for each person insured for whom a change of beneficiary is desired.
- C. Full Given Names.** Do not use initials for naming Beneficiaries or for signatures. A married woman should be shown as "Mary Ann Brown," not "Mrs. Thomas E. Brown."
- D. Address.** The street address, city, state and zip code of each Beneficiary must be shown.
- E. Partnership.** The firm name and address must be included. Show for example, "XYZ Paint Store, 100 N. Main, Austin, Texas, 78752, a partnership." Include the names of all partners on a separate list and submit with this form.
- F. Corporation as Beneficiary.** Include the firm name and address and state in which incorporated. Show for example, "XYZ Paint Store, 100 N. Main, Austin, Texas, 78752, a corporation organized under the laws of Texas."
- G. Trustee for Minor as Beneficiary.** Do not name a Trustee for minor Beneficiaries unless a formal Trust exists.
- H. Trust as Beneficiary.** With a living Trust, a formal executed Trust Agreement must exist. **YOU MUST STATE THE NAME OF THE TRUST.** Show, for example, "ABC Trust", under Trust Agreement dated January 2000." A copy of the pertinent pages of the Trust document to include name, date and signatures of the Trustees is also required. Trust Information Form, DM-1094, may be completed in lieu of providing copies of the Trust document. If a Testamentary Trust under a Will, show Beneficiary as "The Trust named in the last Will and Testament of the Insured."
- I. Estate as Beneficiary.** When naming an estate as beneficiary, specify whose estate is being named. Show, for example, "Estate of John Q. Public".
- J. Financial Institution as Beneficiary.** If using policy as collateral, use of Assignment Of Policy As Collateral form may be more appropriate since naming a financial institution as Beneficiary requires any and all payment be made to the financial institution regardless of amount pledged as collateral. Payment to, and receipt by, the financial institution shall fully discharge the Company of all liability to the extent of such payment.
- K. Unborn or Unnamed Children as Beneficiaries.** The names and addresses of all current children must be shown. To eliminate the necessity of changing the Beneficiary designation at the time of birth or adoption of a child so that all children will be included, add the phrase "and any other..." followed by one of the following: "Children of the Insured"; "Children born of the Insured's marriage to Mary Jones, Wife"; "Children born of the Insured's marriage to Mary Jones, Wife, and/or legally adopted by them."
- L. Class Beneficiaries.** If a Class of Beneficiaries is named, the name and address of each current Beneficiary in the class must be shown.
- M. Common Disaster.** If the Common Disaster Clause is desired, simply indicate the number of days Common Disaster period in the "Common Disaster Clause" section. The "number of days" should not exceed 60.
- N. Signatures Required:**
1. Owner.
    - a. Generally the Owner is also the Insured; however, if an individual other than the Insured is Owner, the signature of the individual named as Owner and any Joint Owner is required.
    - b. If a Trust is named as Owner, signature of an authorized Trustee is required. Proof of authorization as Trustee may be required.
    - c. If a partnership is named as Owner, signature of an authorized official is required.
    - d. In a situation where a divorce is contemplated or pending, the Owner may only initiate a change of Beneficiary if he/she has full authority to do so.
  2. Irrevocable Beneficiary.
    - a. An Irrevocable Beneficiary, if any.
  3. If the spouse's status as beneficiary is being changed in any way, signature of the spouse is required.