
1 Account Information *(Indicate one of the following)*

This form is being completed for an:

☐ Existing life insurance policy ☐ Existing annuity contract ☐ Existing Mutual Fund Account

Existing policy/contract/account Number: _____

☐ Application for life insurance policy ☐ Application for an annuity contract

2 Trust Information

Full legal name of Trust _____

Name of Trust Settlor _____

Date on which Trust was executed _____

Trust's tax identification number _____

State where Trust established _____

Trust is ☐ Irrevocable or ☐ Revocable: Name of Person who can revoke _____

3 Tax Treatment Information *(complete only for annuities and modified endowment contracts)*

Under Section 72(u) of the Internal Revenue Code, an annuity contract held by a trust is generally not eligible for tax deferral for federal income tax purposes. Instead, earnings under the contract may be taxed each year, even if the earnings are not withdrawn or distributed. Exceptions may apply, such as if the trust is (i) a Grantor Trust under IRC Sections 671-678 (ii) a Non-Grantor Trust where all trust beneficiaries, including those who have a remainder and reversionary interest, are individuals.

a) Is this a Grantor Trust? ☐ Yes ☐ No

b) If this is a Non-Grantor Trust, are all beneficiaries, including those who have a remainder and reversionary interest, individuals?
 ☐ Yes ☐ No

4 Trustee(s) Authority

Names of all Trustee(s) authorized to act on behalf of the Trust _____

If more than one Trustee(s):

☐ Any Trustee is able to act independently ☐ All Trustee(s) must act jointly ☐ Other (please specify) _____

5 Trustee(s) Declaration and Signature Information

All currently acting Trustee(s) must sign. This form, if received by the insurance company named above ("Life Company") in good order, will supersede any previously provided certifications.

- (a) represent they constitute all of the currently acting Trustee(s) of the Trust and that the Trust authorizes the Trustee(s) to purchase, own, and administer life insurance policies and/or annuity contracts on the life of the Insured(s)/Annuitant(s);
- (b) declare that the Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect and agree to provide a new Certification of Trust if the Trust is amended in any manner that changes any representations made in this Certificate, including any changes to the acting Trustee(s);
- (c) understand and agree that the Life Company (i) does not review trust documents, (ii) will administer the policy or contract in accordance with its standard procedures and has no obligation to administer in accordance with any terms of the Trust, (iii) may rely on the instructions and representations of the Trustee(s), and (iv) will have no responsibility to determine whether any instructions or representations of the Trustee(s) are consistent with the authorities granted to the Trustee(s) by the Trust document;
- (d) agree to defend, indemnify and hold the Life Company, its parents, subsidiaries, and affiliates, and their directors, officers, employees and agents harmless for and against any and all claims, demands, liabilities, damages, costs or expenses, including, but not limited to, reasonable attorney's fees, which it may suffer or incur by reason of its reliance upon any statements contained herein;
- (e) agree the mailing address on record with the Life Company is correct and agree to provide additional information regarding the Trust if required by the Life Company;
- (f) acknowledges that the Trustee(s) have had an opportunity to consult with its own legal and/or tax counsel in preparation of the Certification of Trust and that the Trustee(s) are solely responsible for the tax consequences arising from this policy/contract being held by a trust;
- (g) represent that no Trustee(s) of the Trust is an agent of record, servicing agent, solicitor, insurance producer, financial representative, investment advisor or related financial institution, broker/dealer or insurance agency or any individual or entity acting in a similar capacity involved in the sale, solicitation or placement of this policy/contract (such individuals and entities collectively "Distributor"), unless such Distributor is a member of Insured's/Annuitant's immediate family;*

5 Trustee(s) Declaration and Signature Information *(continued)*

- (h) represent and certify that (i) the Trust and each beneficiary under the Trust has an insurable interest** in the Insured(s)/Annuitant(s) listed on this form, (ii) is not aware of any agreement or arrangement whereby the Insured(s)/Annuitant(s) has received a payment or anything else of value in exchange for permission to use his/her life on the policy/contract, and (iii) understand that the Life Company reserves the right to terminate the contract consistent with applicable law if it discovers a misstatement with respect to the insurable interests between the Trust and the Insured(s)/Annuitant(s).

This paragraph (h) does not apply because:

- ☐ Trust was designated as beneficiary for an Individual Retirement Annuity and/or employer sponsored retirement plan or program (such as 401(a)/(k), 403(b), or 457(b)). ☐ Other _____

**If Distributor is a member of Insured's/Annuitant's immediate family, then such Distributor and the Insured/Annuitant must complete the Acknowledgment and Release section at the bottom of this form.*

***Generally, an interest is insurable if a familial relationship and/or economic interest exists. A familial relationship can only exist between individuals, and the relationship generally includes those persons related by blood or by law. An economic interest exists when the contract owner has a lawful and substantial economic interest in having the life, health, or bodily safety of the life that triggers the death benefit preserved. Charitable and not-for-profit organizations are exempt from insurable interest requirements.*

If space for additional Trustee(s) is needed, please attach a separate page.

Trustee #1

Name _____ Signature _____
Date _____ Phone _____ State of _____ County of _____
Address _____ City _____ State _____ Zip _____

Trustee #2

Name _____ Signature _____
Date _____ Phone _____ State of _____ County of _____
Address _____ City _____ State _____ Zip _____

Trustee #3

Name _____ Signature _____
Date _____ Phone _____ State of _____ County of _____
Address _____ City _____ State _____ Zip _____

6 Trustee(s) Declaration and Signature Information *(This section not required where owner/annuitant designates a trust as beneficiary for an Individual Retirement Annuity and/or employer-sponsored retirement plan or program (such as 401(a)/(k), 403(b) or 457(b) or (2) with a permissible explanation under Section 5(h) of this form.))*

By signing below, each and all of the undersigned hereby:

- (a) certifies that his/her life is being used as the Insured for the life insurance policy or measuring life for the annuity contract, as applicable, and consents to the use thereof;
- (b) certifies that he/she has not entered into any agreement or arrangement whereby he/she has been paid, or received any other benefit, in exchange for permission to use his/her life for the life insurance policy or annuity contract, as applicable. Such an arrangement or agreement may be deemed a fraudulent act.

Insured/Annuitant Name _____

Insured/Annuitant's Signature _____ Date _____