

American General

Life Companies

**ABA Form
(Transfer to Trustee)**

American General Life Insurance Company

Service Center: P.O. Box 4373 · Houston, TX 77210-4373

Insured's Name _____

Insurance Company (herein "the Company") _____

Policy Number(s): _____

Certificate Number(s), if any: _____

Incorporation of Schedule A. This Policy Service Request incorporates all of the provisions of Schedule A on the reverse side hereof.

Section 1. Transfer of Ownership to Trustee(s) Under Irrevocable Trust Instrument.

The Current Owner hereby transfers ownership in each of the above-captioned policies (herein "policies") to the New Owner named below (subject to any rights of any collateral assignee), as follows:

New Owner(s): _____

Trustee(s) or Successors in Trust Under Agreement dated: _____

With: _____ as Trustor/Grantor(s).

Mailing Address of New Owner (to which premium notices are to be sent): _____

I declare that no bankruptcy proceedings are now pending. I agree that the Company shall not be required to inquire into the terms of any Trust Instrument affecting the policies and will not be chargeable with knowledge of the terms of the Trust Instrument. The Company may rely solely upon the signature of the Trustee(s) to any receipt, release or waiver or to any transfer or other instrument affecting the policies or any options, privileges or benefits here stated.

Date: _____ Current Owner: _____

Note: New Owner should complete and sign Section 2.

Section 2. Beneficiary Designation of Trustees Under Irrevocable Trust Instrument.

The New Owner hereby revokes all previous beneficiary designations and settlement option arrangements under each of the policies. The proceeds of each of the policies (subject to the right of any collateral assignee) shall be paid to the following Trustee(s):

Name of Current Trustee(s)/New Owner(s): _____

or successor(s) in trust, as Trustee(s) under a written instrument created by

Grantor(s) _____ Dated: _____

The New Owner reserves all rights of ownership in each of the policies, including the right to change this Beneficiary Designation at any time.

Date: _____

NEW OWNER: TRUSTEE(S) UNDER AGREEMENT DESCRIBED ABOVE

Witness: _____ (Required in Massachusetts)

Taxpayer Identification No. _____ (If available, provide IRS Form W-9)

Recorded by the Company:

Date: _____

AUTHORIZED SIGNATURE

Note: if required by the terms of the assignment, Section 3 should be completed by the collateral assignee under any arrangement in force at the transfer of any of the policies.

Section 3. Consent of Collateral Assignee to Change of Ownership.

The undersigned collateral assignee of the policies under collateral assignment from the Current Owner dated consents to the transfer of ownership of each of the policies to the New Owner designated in Section 1 above, subject to the rights of the assignee under the collateral assignment arrangement.

Date: _____ Assignee: _____

Section 4. Community Property.

The following should be completed if any community property interest exists in any of the policies.

I consent to this Transfer and relinquish any rights I may have to any interest in the policy as a spouse of the Current Owner:

Spouse of the Current Owner: _____

Witness: _____

Section 5. Issuance of Form 712.

Please issue a federal Form 712 or other statement showing the value for gift tax purposes for each of the policies as of , and forward to the New Owner.

ATTORNEY'S CERTIFICATION

I certify that: I am an attorney-at-law and am fully familiar with the Trust Instrument referenced in this form: the Trust Instrument has been executed and is accurately described; the Trust Instrument provides for ownership of each of the policies and for the exercise of all rights thereunder once ownership vests in the Trustee(s).

ATTORNEY AT LAW

STREET ADDRESS

CITY AND STATE

(If this Certification is not completed, the Company may require submission of the Trust Instrument before making any policy loan or permitting the Owner to exercise any policy right.)

Schedule A

1. Definitions.

- a. **Proceeds.** The term "proceeds" includes all amounts payable under each of the policies by reason of the Insured's death, including the commuted value of any installment or deferred payment provision.
- b. **Policy.** The term "policy" includes the terms "annuity contract", "endowment policy", "group policy", "group certificate", "rider" and "supplemental agreement".
- c. **Owner.** The term "owner" means "policy owner", and includes the term "rights holder". When the facts and the context require, the term "owner" means "owners" and "rights holders".
- d. **Insured.** The term "insured" means "annuitant" when the facts and context require.
- e. **Grantor.** The term "grantor(s)" includes the terms "settlor(s)", "trustor(s)", "donor(s)" and "creator(s)".
- f. **Includes.** The term "includes" means "includes by way of illustration and not in limitation".

2. **Subordination.** The interest of the Trustee(s) under each of the policies shall be subordinate to any assignment of that policy made before or after this designation.

3. **Discharge.** The Company is not responsible for the application, disposition or use of any proceeds paid to the Trustee(s). The Company shall be fully discharged from all liability by the receipt of the Trustees. The Company shall not be charged with notice of a change of Trustee unless written evidence of the change is received at its Home Office.

4. **Return of Policy.** If otherwise required, the Company at the request of the Owner, waives any provision in the original policy requiring the return of the policy to the Home Office for endorsement of this change of ownership and beneficiary. The Owner agrees on behalf of himself and his successors to hold the Company harmless from any claims arising as a result of the Company's compliance with this request.

5. Community Property.

a. **No Notice.** If a community property interest exists in any of the policies, the Company shall be fully protected in making payment of the proceeds to the Trustee(s) even though, after the date of execution of this Beneficiary Designation:

(i) The Insured and the Insured's spouse divorce;

(ii) The Insured's spouse dies; or

(iii) The Insured and the Insured's spouse sever their interest in the community; so long as the Company has no written notice of any of those circumstances.

b. **No Responsibility.** The Company is not responsible to inquire whether a community property interest exists in any of the policies. The Company shall be fully protected in relying on its good faith belief that there is no community property interest in any of the policies if the Owner's spouse fails to consent to this Beneficiary Designation in the space indicated.

6. **Contingent Beneficiary.** Prior to payment of the proceeds, the Company may require evidence satisfactory to it that the Trust is then in effect. If no qualified Trustee makes claim to the proceeds within two years after payment becomes due to the Trustee, payment shall be made to the spouse of the Insured or, if no spouse survives, then to the persons then surviving who would be entitled to receive the estate of the Insured as provided by the intestate laws of the state of the Insured's domicile in effect at the time of the Insured's death.

7. **Revocable Trusts.** Although intended for use with an irrevocable trust, the form shall also be given effect in the event the trust is not irrevocable.

THIS FORM IS INTENDED TO BE USED TO MAKE AN IRREVOCABLE GIFT OF A POLICY AND TO MAKE A POLICY PAYABLE TO TRUSTEES OF AN IRREVOCABLE TRUST.