

OMONY Life Insurance
Company
P.O. Box 4830
Syracuse, New York 13221

OMONY Life Insurance
Company of America
P.O. Box 4720
Syracuse, New York 13221

Change of Beneficiary and/or Rightsholder (Owner) (Page 1 of 5)

Form No. 10481 (11/2006)

#### INSTRUCTIONS FOR COMPLETING THIS FORM

#### Section 1. Designation of Beneficiary and Method of Payment

Payment will be made in one sum. Settlement Option is not available unless elected on Beneficiary, Rights and Settlement Option Request (Form 4113).

Complete the beneficiary designation (FIRST, SECOND), using the sample wordings on Page 2 as a guide for completing your designation. It is not necessary to designate a SECOND beneficiary, but the space is provided if you choose to do so. The relationship of the proposed beneficiary(ies), to the Insured person must be stated in Section 1.

Use the full legal name — Linda Smith, not Mrs. John Smith.

Current law requires us to request the name and address of each beneficiary (including the current list of living members in a group designation like "my children") as well as the Relationship of each beneficiary named to the Insured. After completing the beneficiary designation in Section 1, you should provide this supplemental information below the name of each beneficiary noted on Page 4 in the space provided.

If you have named a person as beneficiary, the FINAL beneficiary will be the insured's executors or administrators unless otherwise indicated. Is this your intent? Keep the rightsholder (owner) in mind. For example, if rights are vested in the Insured or the final rights revert to the Insured, the FINAL beneficiary is generally the executors or administrators of the Insured's Estate. If, however, final rights are to be vested in someone other than the Insured (such as a spouse), the FINAL beneficiary is generally the executors or administrators of that person (surviving beneficiary).

#### Section 2. Designation of Rightsholder (Owner)

First Review Your Beneficiary Designation. Do you want to complete Section 1 in addition to Section 2?

To change the rightsholder (owner) on your policy, check the appropriate box. If rights are to be transferred to someone other than the Insured, complete 2. A and B. (See sample wordings on Page 2.)

#### Section 3. Signatures

To sign on behalf of a corporation:

- 1. An officer other than the Insured and other than the secretary must sign and the signing officer must specify his/her corporate title.
- 2. If the only two officers in the corporation are the Insured and the secretary, please submit a statement to that effect or indicate that fact in Section 3. See below for additional signature requirements:

Professional Corporation ("PC")

Officer or Shareholder. Prefer someone who is both.

Registered Limited Liability
Partnership ("R.L.L.P.")

Partner

Limited Liability Company ("L.L.C.")

Member or Manager. Any other person would have to approve his/her authority under its opening agreement of Articles of Organization.

Professional Service L.L.C. ("P.S.L.L.C.")

Same as L.L.C.

- 3. State the complete legal name of the Corporation as it appears in your Charter or Certificate of Incorporation. DO NOT use the corporate assumed name alone (its d/b/a).
- 4. The final beneficiary and/or rightsholder (owner) will be the Corporation's successors or assigns.

To sign for a partnership:

1.	A general partner other than the insured must sign in the following manner: (state full name of the partnership)
	by: A limited partner may not sign for a partnership
	(member of the firm)

2. The final beneficiary and/or rightsholder (owner) will be the Partnership's successors or assigns.

To sign on behalf of a tax-qualified plan:

- 1. The qualified trustee(s) must sign in the capacity of "trustee", of the qualified/tax-sheltered plan, not individually.
- 2. State the full name of the tax-qualified plan as it appears in the plan.

#### **GENERAL**

A proposed Beneficiary Must Sign if designated to receive "as interest may appear" or in any way indicating the rightsholder's (owner's) indebtedness to the beneficiary, when that rightsholder is retaining any rights which would enable him at any time to eliminate the interest of the proposed beneficiary.

#### SAMPLE WORDINGS

If you need help in wording a designation or if your designation is too long for this form, send us details of the change desired and we will prepare the form for you based on our interpretation of the information, it will then be subject to your approval.

SAMPLE WORDINGS FOR COMPLETING FIRST AND SECOND BENEFICIARY DESIGNATIONS IN SECTION 1.

### If you wish to designate . . .

SINGLE BENEFICIARY

a person

Insured's estate corporation

partnership

GROUP (more than one person) BENEFICIARY

children

named brothers and sister

(nieces and nephews, aunts and uncles, etc.)

#### TRUST BENEFICIARY

Trustee under written trust (living trust)

Provide the names of Trustee(s), the name of living trust, date of living trust, the name(s) of grantor(s). If all identifying trust information is not provided, a Statement as to Trustee/ Beneficiary Form 3559 will be required.

Testamentary Trust (Trust created in a Will) The terms of trust must be fully contained in the Will and the Will must be probated to effectuate the trust.

#### Please use this language . . .

- Spouse, Jane Doe
- Insured's executors or administrators
- XYZ Corporation, or its successors or assigns.
- Smith and Jones, a partnership, or its successors or assigns.
- children, John Doe, Susan Doe and Frank Doe (will not include any other children)
- children of Insured including John Doe, Susan Doe and Frank Doe
- children of marriage of Insured and spouse, Mary Doe
- children of marriage of Insured and spouse, Mary Doe, including John
- Doe and Susan Doe
- Father, James Doe and mother, Frances Doe
- Sister, Jane Doe, and brothers John Doe, Frank Doe.
- John Jones (XYZ Bank) as trustee or his (its) successor trustee under an Agreement dated May 1, 1978 made by and between the Insured and said trustee.
- the trustee or successor trustee under a trust created under the Instrument probated as the Last Will and Testament of the Insured or, if the Insured shall die intestate or shall leave a will not creating a trust, the Insured's executors or administrators.

NOTE: If your Will specifies that some portion (or all) of your estate must be distributed ("poured over") to a trust that is already in existance, (a living trust), then you can designate the trustee under the written trust agreement as the beneficiary, you need not designate the executor or a trustee under a testamentary trust.

#### SAMPLE WORDINGS FOR COMPLETING RIGHTSHOLDER (OWNER) DESIGNATIONS IN SECTION 2.A and 2.B, IF APPLICABLE.

#### If you wish to designate . . . SINGLE RIGHTSHOLDER

a person corporation

partnership

#### Please use this language . . .

- Jane Doe, spouse
- XYZ Corporation, or its successors or assigns.
- Smith and Jones, a partnership, or its successors or assigns.

#### TRUST RIGHTSHOLDER

Usually no other rightsholder, and no FINAL rightsholder, needs to be named after this (an irrevocable trust) designation; but, if there is a need to do so, (a revocable trust) complete the FINAL rights (Section 2B) or send us full details and we will propose a designation for you.

— John Jones (or XYZ Bank) as trustee or his (its) successor trustee under an Agreement dated May 1, 1978 made by and between the Insured and said trustee.

#### GROUP (more than one person) RIGHTSHOLDER

Group rightsholders must act jointly and ownership interests cannot be apportioned.

children

parents

Insured's children

- children, Jane Doe, John Doe and Mary Doe
- children of marriage of Insured and spouse, Mary Doe
- children of marriage of Insured and spouse, Mary Doe, including John Doe and Susan Doe

Continued Next Page ......

 Mother, Jane Doe and Father, James Doe -OR-Mother and Father of Insured, Jane and James Doe, respectively.

#### SAMPLE WORDINGS CONTINUED .......

SINGLE PRIMARY RIGHTSHOLDER AND SINGLE CONTINGENT RIGHTSHOLDER

spouse, followed by child — Spouse, Mary Doe, if living, if not, daughter, Jane Doe

SINGLE PRIMARY RIGHTSHOLDER AND GROUP CONTINGENT RIGHTSHOLDER

spouse, followed by unnamed children — Spouse, Mary Doe, if living, if not, Insured's children

spouse, followed by named children — Spouse, Harry Doe, if living, if not, son, Frank Doe and daughter, Jane Doe

GROUP PRIMARY RIGHTSHOLDERS AND SINGLE CONTINGENT RIGHTSHOLDER

children, followed by spouse — Insured's children, if none is living, spouse, Mary Doe

#### YOU MAY USE THIS FORM:

To change either the beneficiary or the rightsholder (or both).

For any number of policies, provided you are requesting an identical change for each policy.

To change the beneficiary for proceeds payable at the Insured's death only for Family Plan policies issued prior to 1968. The beneficiary of the proceeds payable upon the death of the insured wife and insured children will remain as stated in the policy or previous family plan endorsement.

#### You may **NOT** use this form:

To change the beneficiary on any MONY Employee or FU Pension or Benefit Plans, Disability Insurance Policies. Send us details of changes required for such policies and we'll prepare a request for the rightsholder's signature.

For settlement options on non - qualified policies. Use BENEFICIARY, RIGHTS and SETTLEMENT OPTION REQUEST (Form 4113), which may be obtained from your MONY Field Underwriter. (Settlement Options are not available on qualified policies.)

-OR

To release an assignment. Assignment of Policy/Release of Assignment (Form 3600) is required and may be obtained from your MONY Field Underwriter.

#### TAX CONSEQUENCES

An attorney should be consulted about possible tax consequences in the following instances:
(a) if the rightsholder is not the Insured and is not the beneficiary; (b) if the rightsholder designates joint rights to two or more individuals, as a gift; (c) if the rightsholder is a corporation and is not a beneficiary; (d) if rights are changed on an annuity issued after April 22, 1987; (e) a transfer to a person two or more generations younger than the transferor (generation skipping); (f) if the policy has a loan and the rights are being transferred as a gift.

#### INFORMATION ON DIVORCE

If you are required to designate an ex-spouse or children as beneficiary(ies) pursuant to a divorce decree or order, then the decree should be submitted to us. We will try to conform the beneficiary designation to the terms of the decree. An endorsement will be sent to you and will be deemed to be accepted by you unless you notify us of your rejection. If you currently have your ex-spouse listed as beneficiary, then you should either change the beneficiary to reflect your new choice of beneficiary or to reconfirm your desire to designate the ex-spouse despite the divorce. In most states, a divorce does not automatically extinquish the rights of an ex-spouse as beneficiary. Therefore an Insured who inadvertently leaves his/her ex-spouse as beneficiary after a divorce may cause payment of the death benefits to the ex-spouse even though such payment is contrary to his/her intent. If your ex-spouse is the beneficiary and you do not want him/her to be a beneficiary, then you should submit a change of beneficiary request.



Print F.U. or ASA Name

## MONY Life Insurance Company

P.O. Box 4830 Syracuse, NY 13221

## MONY Life Insurance Company of America

P.O. Box 4720 Syracuse, NY 13221 (Not licensed in WY and NY)

# TITLE CHANGE FORM (RIGHTS, BENEFICIARY, METHOD OF PAYMENT)

(Page 4 of 5) Form No. 10481 (Rev. 11/2006)

Agency Code	Policy Numbers	Insured's Name (as it appears on policy)

If Insured's name has changed, state new name and reason for change: Joint beneficiaries will receive equal shares proportionate to the number of those beneficiaries who survive the Insured. Proceeds will be payable in one sum. 1. FIRST Are any named beneficiaries a Viatical or Life Settlement Company? ☐ Yes **BENEFICIARY(IES)** if living, if not (Relationship(s) (Names of First Beneficiary(ies) (Date(s) of Birth) Please type or print full name and indicate the relationship to the Beneficiary(ies) Social Security #: insured person Beneficiary(ies) Address: 2. SECOND **BENEFICIARY(IES)** (Relationship(s) (Names of Second Beneficiary(ies) (Date(s) of Birth) if living, if not Please type or print full name and indicate Beneficiary(ies) Address: Beneficiary(ies) Social Security #: relationship to the insured person. **FINAL** If no beneficiary named above is living at the Insured's death, the beneficiary is the Insured's executors or administrators, **BENEFICIARY** unless checked: ☐ The executors or administrators of the survivor of all beneficiaries (the last designated beneficiary to die) 2. RIGHTS Rightsholder, Is the new owner a Viatical or Life Settlement Company? ☐ Yes  $\square$  No Contract holder (Owner) on Please change the Policy(ies) so that all rights provided in "Rights (Ownership) Under Policy" (refer to #5 on Page 5) belong exclusively to: record remains unchanged Unless ☐ The Insured / Annuitant this section is One box ☐ The person(s) whose full name(s), relationship(s) and address(es) is/are: a. completed. Must be Checked Where two or more Rightsholders are FINAL RIGHTSHOLDER (IF ALL PERSONS DESIGNATED IN a. PREDECEASE THE INSURED): One box h. Designated, those Must be The Insured / Annuitant Living shall act jointly Checked The executors and administrators of the rightsholder, if two or more rightsholders, the Unless otherwise executors or administrators of the survivor of said rightsholders (the last to die). indicated. IF AN The contractholder's spouse. (SEE NOTE) **NOTE ON ANNUITIES:** If the contract has a Contingent Annuitant Provision, and if the primary Annuitant IRS Form W-9 must be **ANNUITY** Completed by the is the Contractholder at the time of death, the Successor Contractholder must be designated as the NEW RIGHTSHOLDER Primary Contractholder's Spouse for the Contingent Annuitant Provision to continue the contract. At the death of the Primary Contractholder, the contract MUST be surrendered and the proceeds paid out if the and Submitted to the Company with new Contractholder's Spouse DOES NOT then become the Contractholder. Rightsholder's If the policy(ies) provide for an endowment or life income at annuity commencement. The right to receive Taxpaver Identification such endowment or life income at annuity commencement belongs exclusively to the Insured/Annuitant. Number. 3.SIGNATURES The undersigned Rightsholder (Owner) requests the Company to accept and record the designations above, to add the provisions on page 5 of this form his/her/its policy/contract (if necessary to update it), to issue an endorsement consistent with the above designations or to accept this form as an endorsement (whichever it deems appropriate), and to accept any material changes above that I have initialed or otherwise ratified. If signing on behalf of a corporation or partnership, see "Instructions" Page 1, Section 3 - "Signatures". Witness Date Signature of Owner FIRST NAME INITIAL LAST NAME If Rightsholder (Owner) resides in Massachusetts, a Witness is mandatory and a named beneficiary may not be a witness. FOR HOME OFFICE USÉ: Additional Signature FIRST NAME INITIAL LAST NAME Form Recorded and Endorsement Waived MONY Life Insurance Company Date For Agency Use Only: □ Pending Transaction: contact ☐ Policvowner □FU □ Agency F.U. Full Address if not at Agency of Record ☐ Completed Transaction: contact ☐ Policyowner □ FU □ Agency

GENERAL PROVISIONS (Page 5 of 5)

#### 1.DEFINITIONS

- (a) "WE", "US", "OUR" and "Company" refer to The MONY Life Insurance Company or any of its insurance subsidiaries.
- (b "insured wife" and "insured child" —For family plan policies, wherever these words appear in this form, the section of the Policy entitled "definition of insured wife and insured child" will also apply to any endorsement.
- (c) HOME OFFICE. Our Operations Center in Syracuse, New York and our World Headquarters in New York, New York are included within the meaning of Home Office.
- (d) **RELATIONSHIPS**. All relationships used in the beneficiary and rights designations refer to the Insured unless otherwise indicated.
- (e) "Policy", "Insured" and "Policyholder". For annuities, wherever these words appear in this form, they mean "Contract", "Annuitant" and "Contractholder", respectively. For Group Universal Life, whenever Policy and Policyholder appear in this form they mean Certificate and Certificateholder. respectively.
- RIGHTSHOLDER (OWNER) A person who can exercise rights is a rightsholder. In contrast, a person designated as contingent rightsholder can only act upon the death of the primary rightsholder and is not considered a rightsholder until the happening of that event. Wherever "Rightsholder" appears on this form, it means "Rightsholder", "Owner" and "Policyholder".
- **DETERMINATION OF BENEFICIARY.** The beneficiary in Section 1 will become entitled to the amount payable (proceeds) in the order and proportion stated. For proceeds payable at the Insured's death:

Payment made in one sum: Unless otherwise stated, a beneficiary will not be considered "living" unless the beneficiary is living on the earlier of (a) the day due proof of the Insured's death is received by us at our Home Office and (b) the 14th day after the Insured's death. The share of the death proceeds of any beneficiary who is not living on the earlier of these two dates will be payable to the remaining beneficiaries in the manner provided.

#### 3. TRUST PROVISIONS IN LIVING TRUSTS AND WILLS

A written trust or will cannot change the terms of your policy or otherwise bind the Company. Further, the Company cannot determine at any time whether a trust or will is valid. Accordingly, the Company cannot assume any responsibility for the trustee's performance or failure to perform any trust duties and the Company will not have any further obligations under a policy if it has made a payment to (or honored a specific request by) a trustee.

#### 4. POLICY ASSIGNMENT

The interest of any beneficiary or other person will be subordinate to any assignment whenever made. We may rely solely on the assignee's statement as to the amount of its interest in the death benefit proceeds, which will be payable in one sum.

#### 5. RIGHTS (OWNERSHIP) UNDER POLICY

Subject to the rights of any assignee, during the Insured's lifetime and prior to the date of any endowment proceeds or life income at maturity becoming payable, the right to change the beneficiary, the right to assign, the right to receive any endowment proceeds or life income at maturity or to change the payee thereof, and all other rights, benefits, options, and privileges conferred by the Policy or allowed by the Company belong exclusively as designated in the application for this Policy unless otherwise provided by endorsement or as designated in Section 2 on Page 4.

#### 6. CHANGES IN BENEFICIARY AND **RIGHTSHOLDER (OWNER)**

These changes may be made during the Insured's lifetime by written request to us at our Home Office. The Policy need not be presented for endorsement unless requested by us. Any such change will take effect as of the date the notice was signed, upon acceptance and recording at the Home Office, subject to any payment made by us or action taken by us before receipt of the request at our Home Office.

7. SETTLEMENT OPTIONS
Use BENEFICIARY, RIGHTS AND SETTLEMENT OPTION REQUEST (Form 4113) which may be obtained from your MONY Field Underwriter. (Settlement Options are not available for Qualified policies).

#### FOR HOME OFFICE USE ONLY

Endorsement No.	Endorsement to Agency	DO NOT DESTROY
□ PD 99 □ 10481	☐ Endorsement sent to	
10660 12388		File with App #
□ PI 10	☐ Policy/Statement Returned	
☐ 11330 LA ☐ 12491		Servicer's Name
☐ 11197 LA ☐ BART	Agy FU #	
	] ", =====	Date
	3,	Date