

# Certification of Trust

- American General Life Insurance Company  
 The United States Life Insurance Company in the City of New York

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## 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(s) \_\_\_\_\_

- Application for life insurance policy     Application for an annuity contract

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## 2. Trust Information

Full legal name of Trust \_\_\_\_\_

Date on which Trust was executed \_\_\_\_\_

Trust's tax identification number \_\_\_\_\_

State where Trust established \_\_\_\_\_  Revocable Trust     Irrevocable Trust

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## 3. Grantor Trust Information *(complete only for annuities and modified endowment contracts)*

Is this Trust a Grantor Trust pursuant to IRC Sections 671 to 678?     Yes     No

A grantor trust is a trust under which the Grantor or someone other than the Grantor is treated as the owner of the trust assets for tax purposes under IRC Sections 671-678.

If yes, provide the following:

Grantor Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Grantor Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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## 4. Trustee Authority

Names of all Trustees authorized to act on behalf of the Trust \_\_\_\_\_

If more than one Trustee:

- Any Trustee is able to act independently     All Trustees must act jointly     Other (please specify) \_\_\_\_\_

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## 5. Trustee Declaration and Signature Information

All currently acting trustees must sign. This form will supersede any previously provided certifications.

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

- (a) represent they constitute all of the currently acting trustees 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- (b) declare that the Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect and agree to provide a new Certification of Trust if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 Trustees;
- (c) understand and agree that the life insurance company named above ("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;



**5. Trustee Declaration and Signature Information (con't)**

- (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 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 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 contract/policy (such individuals and entities collectively "Distributor"), unless such Distributor is a member of Insured's/Annuitant's immediate family,\*
- (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 the distributor is NOT a member of the insured's immediate family, then such Distributor and the Insured/Annuitant must complete an Acknowledgment and Release Form and submit same to the Company.*

*\*\*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.*

**Trustee #1**

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_ Phone \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_

**Trustee #2**

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_ Phone \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_

**Trustee #3**

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_ Phone \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_

**6. Insured/Annuitant Information** (This section not required where 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's Signature**

X

**Insured/Annuitant Name** (printed) \_\_\_\_\_

**Insured/Annuitant signed on** (date) \_\_\_\_\_

