

Below are model beneficiary designations that are acceptable for use on applications, change of beneficiary forms and other forms containing beneficiary designations.

Lengthy designations. For designations which do not fit available space, write “SEE ATTACHED” in the beneficiary designation space on the application or other form, and attach a separate page with the beneficiary designation, the date, identifying information such as a policy or contract number, and the signature of the person making the designation. This person’s signature must also appear on the form to which the separate page is attached.

Minor beneficiaries. Whenever any primary or contingent beneficiary is a minor, follow the special instructions for minor beneficiaries at the end of this guide.

Children as beneficiaries. When a person’s unnamed “children” are included in a designation, indicate: (a) whether children by legal adoption are included, and (b) whether the designation includes all children of the person, or only children of the person’s marriage to a particular spouse. Examples are shown in this guide.

Irrevocable designations. If the entire designation is to be irrevocable, add the following at the end: “WITHOUT THE RIGHT TO CHANGE.” If it is to be irrevocable only as the primary beneficiary, add: “WITHOUT THE RIGHT TO CHANGE AS TO (name of primary beneficiary).” Designations for qualified retirement plans and for life insurance owned by qualified plans cannot be made irrevocable.

Per stirpes. Use of the phrase “per stirpes” is discouraged, as this term is not universally understood. If children of a deceased child are to receive their parent’s share, wording such as shown in examples on Page 1 and 2 may be used.

Non-survival of beneficiary. Policies and other contracts usually contain provisions stating how a non-surviving beneficiary’s share (or the entire proceeds if there is no surviving beneficiary) will be distributed in the absence of a specific instruction in the beneficiary designation. It is advisable to review such provisions at the time the beneficiary designation is made, or to include specific instructions in the beneficiary designation.

One primary:

- the estate of the insured
- Black and White, Inc.
- Mary Doe, wife

One primary with contingents:

- Mary Doe, wife, if living, otherwise to Jerry Doe, son, and Lucy Doe, daughter, equally or to the survivor
- Mary Doe, wife, if living, otherwise to Jerry Doe, son, and any other children, by birth or legal adoption, of the marriage of Mary Doe and the insured, equally or to the survivors or survivor
- Mary Doe, wife, if living, otherwise to Jerry Doe, Sue Doe, and James Doe, children, and any other children, by birth or legal adoption, of the marriage of Mary Doe and the insured, equally or to the survivors or survivor

One primary, 1st contingent and 2nd contingent:

- Mary Doe, wife, if living, otherwise to Mildred Doe, Lucy Doe, and Jerry Doe, children, equally or to the survivors or survivor, or if none survive, to Grace Doe, mother
- Mary Doe, wife, if living, otherwise equally to the surviving children, by birth or legal adoption, of the insured, or if none survive, to Grace Doe, mother
- Mary Doe, wife, if living, otherwise equally to the surviving children, by birth or legal adoption, of the marriage of Mary Doe and the insured, or if none survive, to Grace Doe, mother

Primary and contingents (if a contingent dies, that share to deceased contingent's children):

- Mary Doe, wife, if living, otherwise equally to the children, by birth or legal adoption, of the insured. If any child dies before the insured and leaves children, by birth or legal adoption, who survive the insured, such grandchildren of the insured shall receive in equal portions the share their parent would have received if living; otherwise, the share of a child who dies before the insured shall be paid equally to the surviving children of the insured.

Two primaries (if either dies, that share to the deceased primary's children):

- Jerry Doe and Lucy Doe, children, equally. If either child dies before the insured and leaves children, by birth or legal adoption, who survive the insured, such grandchildren of the insured shall receive in equal portions the share their parent would have received if living; otherwise, the share of a child who dies before the insured shall be paid to the surviving child of the insured.

Two primaries:

- Mary Doe, mother, and John Doe, father, equally or to the survivor

Two primaries with contingents:

- Mary Doe and John Doe, parents, equally or to the survivor, or if neither survives, to Helen Doe, sister, and Harry Doe, brother, equally or to the survivor

Multiple primaries:

- Mary Doe, wife, Jon Doe, son, and any other children, by birth or legal adoption, of the marriage of Mary Doe and the insured, equally or to the survivors or survivor

Unequal shares for two primaries (for unequal shares, name a contingent beneficiary for each share):

- 2/3 to Mary Doe, mother, if living, otherwise to John Doe, father. 1/3 to Joyce Miller, sister, if living, otherwise to Dan Miller, brother-in law
- 3/4 to Sara Doe, mother, and 1/4 to Geraldine Jones, fiancée. If either beneficiary dies before the insured, such beneficiary's share shall be paid to the survivor

Unequal shares for multiple primaries (for unequal shares, name a contingent beneficiary for each share):

- 3/5 to Mary Doe, wife, if living, otherwise to Grace Doe, mother. 1/5 to Jane Doe, grandmother, if living, otherwise to Les Doe, uncle. 1/5 to Lena Doe, aunt, if living, otherwise to Warren Doe, brother.
- 2/3 to John Doe, father, if living, otherwise to Henry Doe and Joseph Doe, brothers, equally or to the survivor. 1/3 to Warren Doe and Ralph Doe, brothers, equally or to the survivor, or if neither survives, to Susan Doe, aunt. If all the beneficiaries under either share die before the insured, such share shall be added to the remaining share and paid in the manner provided for the remaining share.

Amount to one primary, balance to another primary:

- \$5,000, or the entire proceeds if less than this amount, to Henry Pearl, uncle. Any balance to Lucy Doe, daughter. If either beneficiary dies before the insured, such beneficiary's share shall be paid to the survivor.

Amount to two primaries, balance to two other primaries:

- \$5,000, or the entire proceeds if less than this amount, to Henry Jones, uncle, and Sally Jones, aunt, equally or to the survivor. Any balance to Peggy Jones and Karen Jones, cousins, equally or to the survivor. If all the beneficiaries under either share die before the insured, such share shall be added to the remaining share and paid in the manner provided for the remaining share.

Unequal amounts to various beneficiaries:

- \$10,000 to Mary Doe, daughter, \$5,000 to John Doe, son, and \$5,000 to Jane Doe, niece. If the proceeds are not sufficient to pay each surviving beneficiary the full amount specified, the proceeds shall be paid in proportionate amounts. Any balance, including the share of any beneficiary who dies before the insured, shall be paid to Sara Doe, mother, if living, otherwise to the estate of the insured.
- \$80,000 to Joyce Miller, sister. \$50,000 to Morey Doe, brother. \$50,000 to Amy Clark, sister. \$20,000 to Les Doe, uncle, and Lena Doe, aunt, equally or to the survivor. If the proceeds are not sufficient to pay the full amount specified for each share having a beneficiary who survives the insured, or if the proceeds exceed \$200,000, the proceeds shall be paid to each share in proportionate amounts. If all the beneficiaries under any share die before the insured, such share shall be divided proportionately among the remaining shares and paid in the manner provided for such shares.
- \$50,000 to Mary Doe, wife, and \$10,000 to Jerry Doe, son. If the proceeds are not sufficient to pay each surviving individual beneficiary the full amount specified, the proceeds shall be paid in proportionate amounts. If either individual beneficiary dies before the insured, his or her share shall be paid to the surviving individual beneficiary. Any proceeds in excess of \$60,000, or the entire proceeds if no individual beneficiary survives the insured, to Good University, Any town, Iowa.

Common disaster clause:

- Mary Doe, wife, if living 30 days after the death of the insured, otherwise equally to the then surviving children, by birth or legal adoption, of the insured
- John Doe, husband, if living 30 days after the death of the insured, otherwise to Sally Doe and Susan Doe, daughters, if then living, equally or to the survivor, or if neither then survives, to the estate of the insured

Reverse simultaneous death clause:

- Mary Doe, wife, if living, otherwise to the estate of the insured. If the deaths of the insured and Mary Doe occur under such conditions that it is impossible to determine survivorship, it shall be presumed that Mary Doe was the survivor.

Testamentary trust as contingent:

- Mary Doe, wife, if living, otherwise to the Trustee of the Trust* created in the Last Will and Testament** of the insured, as admitted to probate, if the company has received within 180 days of the death of the insured evidence satisfactory to it of the probate of such Last Will and Testament, and of the qualification such Trustee unless such qualification is not required under applicable state law, otherwise to the estate of the insured.

* If the Will creates more than one Trust, specify which Trust is to receive the proceeds.

** To avoid problems at claim time, this designation should not be used unless the insured has an existing Will which creates a Trust.

Present or living trust:

- The Trustee(s) of the _____ * Trust, dated _____ **, if the company has received within 180 days of the death of the insured evidence satisfactory to it of the existence of such Trust, otherwise to the estate of the insured.
- XYZ Bank, Des Moines, Iowa, or any successor(s), as trustee(s) of the _____ * Trust, dated _____ **, if the company has received with 180 days of the death of the insured evidence satisfactory to it of the continued existence of such Trust, otherwise to Mary Doe and John Doe, children, equally or to the survivor, or if neither survives the insured, to the estate of the insured.

* Include the name of the Trust. The name of the trustee(s) need not be included, but if used should be followed by the phrase "or any successor(s)."

** The date of the Trust is needed for a living Trust, and must be a date on or before the date of the beneficiary designation.

Special Instructions for Minor Beneficiaries

When either the primary or contingent beneficiary designation includes one or more minor children, one of the following approaches must be used:

1. **Minor as outright beneficiary.** A minor child may simply be designated as a beneficiary with no mention of payment to any adult, trustee or custodian. If this is done and the policy proceeds become payable while the child is still a minor, it will probably be necessary for a court to appoint a conservator (called a “guardian of the estate” or “guardian of the property” in some states) for the child before the proceeds can be paid. Proceeds usually cannot be paid to someone who is merely a parent or a court-appointed “guardian of the person” of a minor child. To avoid the need for a court-appointed conservatorship, option (2) or (3) below may be used.
2. **Trust for minor as beneficiary.** If there is an existing Trust for the benefit of the child, or if the person whose death would trigger payment of the proceeds has a Will which establishes a Trust for the benefit of the child, that Trust may be designated as the beneficiary. In such cases, use a standard designation for a Trust of the type in question (see Page 3).
3. **Nomination of custodian for minor.** The beneficiary designation may include the nomination of a future custodian and a substitute under the Uniform Transfers to Minors Act (UTMA). (It is not necessary that there be any presently existing custodianship.) To make it simple to write such a designation, and to ensure proper wording, a special designation page entitled “Beneficiary Designation With UTMA Custodian” (form NLB 124) should be used. Simply write “SEE ATTACHED” in the space for beneficiary designation on the application or change of beneficiary form, and then complete and attach the designation page. Instructions for completing the designation page appear on the back of the designation page. The person making the designation must sign and date both the designation page and the application or other form to which the designation page is attached.