Clear Form Clear Kit

North American Company
for Life and Health Insurance
Principal Office: 4601 Westown Pkwy, Suite 300
West Des Moines, IA 50266
A Member of the Sammons Financial Group

L31721

CERTIFICATION OF TRUST AGREEMENT

Policy Contract No(s): *Please mark pending if this form is being submitted with a new application.		
Name of Insured(s): First Name	MI	Last Name
First Name	MI	Last Name
Full Name of Trust:		Trust Execution Date:
Trust Effective Date:		Trust Identification Number/Tax ID Number:
Preparer of Trust:		Preparer's Telephone Number:
Preparer's Address:		
Name of Grantor(s)/Settlor(s): First Name	MI	Last Name
First Name	MI	Last Name

Name/Address of Trustee(s): *Please attach additional pages if insufficient space has been provided.
Name/Address of Successor Trustee(s): *Please attach additional pages if insufficient space has been provided.

If Trust is beneficiary, is it a testamentary trust? ☐ Yes ☐ No

1. The above referenced Trust Agreement (the "Trust") requires that: (Please mark the appropriate box.)
   ☐ all Trustees ☐ a majority of Trustees ☐ any Trustee
   must sign documents pertaining to the above-referenced contract(s) ("Contract" or "Contracts") which require a signature.
2. The insurance agent nor any person affiliated with the insurance agent is not a beneficiary(ies) of the above referenced trust.
   ☐ Agree ☐ Disagree

* If marked disagree, please attach an explanation of why your agent or person affiliated with your agent is named as a beneficiary of the trust.

3. The relationship of the Trust Beneficiary(ies) to the Insured is:
   ☐ Spouse ☐ Children ☐ Grandchildren ☐ Other _____
   Please explain.

Note: Under the laws of most states, an agent is restricted in, or prohibited from, having a beneficial interest in a contract sold by that agent, unless that agent is a family member, or has a recognized insurable interest. Additionally, our Company policy prohibits our agents from serving in any capacity that may be construed as creating a direct or indirect conflict of interest with regard to a contract or contracts for which they are or have been the agent(s) of record.

4. Was the Trust validly executed, and is it in full force and effect? ☐ Yes ☐ No

5. Which state law governs this Trust?_____

Please be advised that the Insurer reserves the right to request and receive a copy of the Trust documents if it determines that it is necessary to do so. Before the Insurer pays proceeds at the death of the Insured a Trust beneficiary must provide verification that the Trust is in full force and effect. The named Trustee(s) will be required to submit proof of their authority to act as Trustee(s).

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DECLARATION BY TRUSTEE(S)

The Trustee(s) states and agrees that:

- the Trust, if named owner, is authorized under the terms of the Trust to purchase and hold insurance on the life of the provided Insured;
- the Trust, if named as the beneficiary of the Contract(s), is authorized to receive insurance proceeds;
- they have obtained an independent determination that the Contract(s) are suitable for the Trust's purpose;
- they have obtained an independent determination that the Contract(s) conforms to the income distribution requirements of the Trust and to applicable federal and state law;
- they had an opportunity to consult with independent legal, tax and trust advisors concerning the appropriateness of the Contract(s) for the Trust;
- they have the authority to execute this Agreement and bind the Trust to the contract terms;
- the Insurer may rely solely on this Certification to determine the Trust is in effect and the information provided is accurate;
- the Insurer's sole obligation is to perform under the terms of the Policy Contract(s);
- the Insurer may rely on the signature(s) of the Trustee(s) on behalf of the Trust in the same regard as if they were the actual owner or beneficiary of the Contract(s);
- the Insurer has no obligation to investigate the terms of the Trust or the authority of the Trustee(s) and will not be accountable for knowledge about the terms of the Trust beyond this Certification;
- the Insurer expressly denies responsibility regarding the use and applications of any payments to the Trustee(s);
- they will, both personally and on behalf of the Trust, hold the Insurer and its agents, employees, and other representatives harmless from any action the Insurer takes at the direction of the Trustee(s); and
- they acknowledge that no representations have been made on behalf of the Company by its employees, agents or other representatives as to the suitability of the Contract(s) for the use in the referenced Trust.

The Trustee(s) declares, both personally and on behalf of the Trust, that each and every Trustee and successor Trustee are bound by this declaration. It is further understood that the Insurer may rely upon the direction of the named Trustee(s) and any named successor Trustee(s) until the Insurer receives written notification at its Adminitrative Office, of a change of Trustee. The Trustee(s) agrees to notify the Insurer within a reasonable time after such a change occurs.

Trustee(s) Initials Above: REQUIRED

The Trustee(s) further acknowledges and agrees that:

- **agents are not authorized by the Company to recommend or sell trusts while acting in their capacity as an agent for the Company and that any trust recommendation should be provided by a qualified advisor;**
- **neither the Company nor any of its agents, employees or representatives are authorized to give tax or legal advice;**
- **the Trustee(s) has not relied upon any representations or advice of any of the Insurer's agents, employees or representatives with respect to the terms or validity of the Trust;**
- **the Trustee(s) has not relied upon any representations or advice of any of the Insurer's agents, employees or representatives with respect to the appropriateness of the utilization of the Trust as the owner and/or beneficiary of this contract;**
- **the Trustee(s) has had an opportunity to consult with tax and/or legal counsel in preparation of this Certification of Trust Agreement; and**
- **the purchase of this policy is in no way required in conjunction with the establishment of the Trust and that any fees, costs and/or expenses associated with the establishment or maintenance of the Trust are independent of any premium paid for the purchase of this policy.**

Note: The number of Trustees indicated in Question 1 must sign below.

By: _____, Trustee _____ Signature Date	By: _____, Trustee _____ Signature Date
By: _____, Trustee _____ Signature Date	By: _____, Trustee _____ Signature Date

Mail To: New Business • P.O. Box 5089 • Sioux Falls, SD 57117-5089