

BENEFICIARY DESIGNATION

Policy Number	Life Insured
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The undersigned policyowner hereby revokes any previous beneficiary designations and requests respecting payment of the policy proceeds and, reserving the right to revoke or change this designation, unless otherwise provided in this form, designates revocably the following beneficiaries to receive any policy proceeds payable on and after the death of the life insured:

PRIMARY BENEFICIARY(IES) - in equal shares, unless otherwise provided below, to such of:

Full Name	Relationship to Life Insured	Birthdate if under 21
_____	_____	_____
_____	_____	_____

who may survive the life insured, and if no such beneficiary survives the life insured, CONTINGENT BENEFICIARY(IES) - in equal shares, unless otherwise provided below, to such of:

Full Name	Relationship to Life Insured	Birthdate if under 21
_____	_____	_____
_____	_____	_____
_____	_____	_____

who may survive the life insured.

OPTIONAL CLAUSES - one or more of the following may also be checked if desired

- MINOR CLAUSE - TRUSTEE FOR CHILDREN
Full Name

Relationship to Life Insured

_____ is hereby appointed as Trustee to receive any payment due on or after the life insured's death to any beneficiary designated in this form who is a minor child on the date such payment falls due.

- CHILDREN'S CLAUSE - PER STIRPES

If a child of the life insured who is designated in this form as beneficiary predeceases the life insured, leaving children who survive the life insured, then the share such deceased beneficiary would have received, had such beneficiary survived the life insured, shall be payable in equal shares to the surviving children of such deceased beneficiary.

- POSTPONEMENT CLAUSE - COMMON DISASTER

In no case shall any payment be made to any beneficiary designated in this form until 30 days have elapsed following the life insured's death, and in the event of the death of a beneficiary during such period, payment shall be made in the same manner as provided in this form, had the said beneficiary predeceased the life insured. This provision shall not apply to a Trustee.

This designation is subject to the provisions on Page 2

Signed at _____ this _____ day of _____ 20_____

Witness Policyowner

Witness Policyowner(s)

Witness Policyowner(s)

The Company assumes no responsibility for the validity or effect of this designation.

PROVISIONS

1. **DECEASED BENEFICIARIES** - Unless otherwise provided in this form, the interest of any deceased beneficiary shall be shared by the surviving beneficiaries then entitled, in equal shares, or shall fall to the last surviving beneficiary. All payments which fall due on and after the death of the last survivor of the beneficiaries shall be payable to the estate of that last survivor, except that if no beneficiary survives the life insured, such payments shall be payable to the policyowner, if living, otherwise to the policyowner's estate.
 2. **OPTIONAL SETTLEMENT ELECTION BY BENEFICIARY** - If any beneficiary appointed herein becomes entitled to any policy proceeds and elects to have such proceeds paid under one of the Optional Settlements in the policy, then any benefits payable under the Optional Settlement so elected shall be payable to that beneficiary, if living, otherwise to the beneficiary's estate.
 3. **ASSIGNEE** - Payment of policy proceeds to any beneficiary is subject to the interest of any assignee.
 4. **CHILD OR CHILDREN** - The terms "child" or "children" used in this form shall include any legally adopted child or children unless otherwise indicated in this form by the policyowner.
 5. **TRUST AGREEMENT IN EFFECT** - If the Trustee(s) under a written Trust Agreement (other than the "Minor Clause" in this form) are appointed as beneficiary, Great-West Life & Annuity Insurance Company reserves the right to require proof satisfactory to it of the existence of the Trust, prior to payment of any policy proceeds to such Trustee(s). If the Trust is not in effect at the time such payment falls due, then payment shall be made to the succeeding entitled beneficiary(ies) as provided in this form.
 6. **TRUSTEE DISCHARGE** - Great-West Life & Annuity Insurance Company shall not be responsible for the application, disposition or use of any policy proceeds paid to any Trustee(s) designated herein. The receipt of the Trustee(s) shall be a full discharge to the Company for the payment.
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INSTRUCTIONS

1. **USE THIS FORM** for a change of beneficiary under an individual policy (not Group Insurance) issued in the United States or Canada, except for the Province of Quebec. The form should be dated and signed by the current owner(s) of the policy with the signatures witnessed as indicated. A separate form should be used for each policy.
2. **SIGNATURES** - when this form is signed by:
 - (a) A Corporation - The full name of the Corporation must be signed, with the signatures of two authorized Officers of the Corporation, or the signature of one authorized Officer under the Corporate Seal and the official title of the Officer(s) signing the form should also be shown.
 - (b) A Firm or Partnership - The full name of the Firm or Partnership must be signed, with the signatures of all of the co-partners.
 - (c) Note - Great-West Life & Annuity Insurance Company reserves the right to require that a notarial declaration be completed to certify the validity and authority of any signatures.
3. **RELATIONSHIP** - The relationship of the beneficiary to the life insured is requested for purposes of identification. If no relationship to the life insured exists, indicate "no relation" and show any other information, which would help to identify the beneficiary.
4. If none of the beneficiary designations in this form provides the settlement wanted by the policyowner, please contact the Head Office of the Company or your local field office, preferably in writing, giving full details so that the appropriate forms can be prepared.