Bankers Life and Casualty Company

ADMINISTRATIVE OFFICE
PO Box 1938
Carmel, IN 46082-1938
(800) 621-3724

REQUEST TO SURRENDER FOR NET CASH VALUE

POLICY INFORMATION

Policy Number: _____ Name of insured: _____ Date: _____

THE FOLLOWING INFORMATION SHOULD REFLECT CURRENT POLICY INFORMATION

Name of owner(s) Daytime telephone number

Address

City State Zip

INSTRUCTIONS

1. **This form must be completed and signed in ink by the person or persons, who under the terms of the policy, have the right(s) of ownership:**
   a. **Corporation -** Signature and title of two officers is required.
   b. **Partnership -** Signature and title of a general partner is required.
   c. **Trust** - Signature and title of the required number of trustees is required.
   d. **Assignment -** Signature of the assignee of record is required.
   e. **Irrevocable Beneficiary(ies) -** Signature of irrevocable beneficiary(ies) is required.
   f. **Community Property Law State** - If the policyowner resides in a Community Property Law State during a marriage, it may be that the spouse has an interest in the policy. **The following states are subject to Community Property Laws: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.**
   Before the policyowner can surrender the policy, it is necessary that one of the following actions be taken:
      1. The spouse can signify consent to the request by also signing the surrender form.
      2. If the spouse is deceased, a copy of the Death Certificate is required to be provided to the Company.
      3. If the policyowner **has never been married**, please indicate on this form.
      4. If the policyowner is divorced, the court may have specified that the policy is to be managed by one or the other of the parties, or that specific action is to be taken to change the policy in some way. If the policy was mentioned in the Divorce Decree (and Property Settlement Agreement, if any), the Company will need to be furnished a certified copy of the document with the request for surrender. This will be reviewed by our Legal Department to be certain that the arrangements between the policyowner and the Life Insurance Company are in compliance with the Court Order.
      If the Court Order states that Community Property in the policyowner's possession is solely his or hers, the Company will need to be provided a certified copy with the request.
      If the policy was not mentioned directly or indirectly in the Divorce Decree or Property Settlement Agreement, if any, it will be necessary for the policyowner's former spouse to relinquish any interest he or she might retain by written consent.
2. **The owner's *Social Security Number* or *Taxpayer Identification* Number must be provided in Section B. If not provided, the form will be returned to the owner as INCOMPLETE.**
3. **The *Federal Income Tax Withholding*, Section B, must be completed for surrender requests.**
4. **The *Statement of Lost Policy*, Section C, must be completed if the original policy is not enclosed with this form. Failure to complete this section will result in the form being returned to the owner as INCOMPLETE.**

DEFINITION OF FULL POLICY SURRENDER

In order for you to make an informed decision, we have shown the definition of a Full Policy Surrender.

Full Policy Surrender - A full policy surrender will terminate the entire policy contract. Upon full surrender any outstanding loan balance and applicable surrender charges will be deducted from the **GROSS CASH VALUE**. The policyowner will then receive the **NET CASH VALUE**, if any. Once the policy has been voluntarily surrendered, the Company **WILL NOT** reinstate the contract. **NOTE: Not all types of insurance accumulate cash value. Completion of this form DOES NOT GUARANTEE that a cash value will be payable to the policyowner.**

A. REQUEST FOR FULL POLICY SURRENDER

Please check below to request Full Policy Surrender

☐ **Full Policy Surrender -** The undersigned requests that the listed policy be surrendered, and any available NET CASH VALUE be paid to the policyowner. The undersigned understands that upon receipt of this request for full surrender, the Company's obligation for any insurance under the listed policy(ies) shall thereupon immediately cease. The only liability the Company will have under the listed policy(ies) will be for such cash surrender value that may exist at the time this form shall be received in the Company's home office.

The undersigned understands that if surrender charges are waived in connection with this surrender, such waiver shall terminate all rights under the policy held by the policyowner or any other person or entity and will be in full settlement, release and discharge of all claims arising directly or indirectly under the policy, whether contractual or extra-contractual and all contracts issued as a supplement to it. Section 1542 of the California Civil Code provides that a general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. If applicable, the undersigned agrees (i) that the provisions of Section 1542 are hereby knowingly and voluntarily waived and relinquished and (ii) that the provisions of all similar federal or state laws, rights, rules or legal principles of any other jurisdiction, to the extent that they are found to be applicable herein, are also hereby knowingly and voluntarily waived and relinquished. In connection with this release, the undersigned acknowledges that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, if surrender charges are waived, it is the intention of the undersigned to fully, finally and forever settle and release all such matters and all claims relating thereto, which exist, hereafter may exist, or might have existed. The above release language shall be unenforceable if surrender charges are not waived or if the listed policy is not subject to surrender charges.

B. FEDERAL INCOME TAX WITHHOLDING/IRS CERTIFICATION

Per Internal Revenue Service (IRS) requirements, any taxable portion of your full policy surrender distribution is subject to federal income tax withholding, unless you elect otherwise. If you elect NOT to have withholding apply, or if you do not have enough federal income tax withheld, you are still responsible for payment of federal income tax. You may incur penalties under the Estimated Tax Rules if the withholding and estimated tax payments are not sufficient. **NOTE: Withholding is automatic if no election is made.**

☐ I **DO NOT** want federal income taxes withheld from my distribution.

☐ I **DO** want federal income taxes withheld from my distribution: $ _____.00 -or- _____%

Taxpayer Identification Number: Social Security Number _____--_____--_____OR EIN _____--_____

CERTIFICATION–Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me,) and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instruction: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. Your signature at the bottom of this form certifies that you have read and attest to the information provided.

C. STATEMENT OF LOST POLICY

Please complete this section if the original policy has been lost and is not enclosed with this form.

☐ The policy listed on this form cannot be located because it was mislaid or destroyed.

D. COMMUNITY PROPERTY STATES

If you currently reside in one of the following states (or **Puerto Rico**) please complete the additional information below.

Arizona	**Louisiana**	**Texas**
California	**New Mexico**	**Washington**
Idaho	**Nevada**	**Wisconsin**

1. If you have **never been married**, please acknowledge by signing here:

_____ _____

Signature Date

2. If you are **currently married**, your spouse must consent to the transaction by signing here:

_____ _____

Spouse's Signature Date

3. If your **spouse is deceased**, please attach a copy of the Death Certificate.

4. If you are **divorced**:

A. and the policy was included in the Divorce Decree or Property Settlement Agreement and was awarded to you, please attach a certified copy of the document. Spouse's consent not required.

B. and the policy was not included in the Divorce Decree or Property Settlement Agreement, it will be necessary for your ex-spouse to consent by signing here:

Ex-Spouse's Consent

Ex-Spouse's Signature _____ Date _____

Unless the Company has been notified of a community property interest in this policy, the Company shall be entitled to rely on its good faith belief that no such interest exists and assumes no responsibility for inquiry. The insured and/or policyowner signing this form agree to indemnify and hold the Company harmless from the consequences of accepting this transaction.

E. AUTHORIZATION / SIGNATURES

The IRS does not require your consent to any provision of this document other than the Certifications required to avoid backup withholding. **The persons signing this form affirm under penalty of perjury that they are authorized to execute this document.**

Signature of Policyowner _____ Printed Name of Policyowner _____

If Corporation/Trustee, Title _____ SSN/TIN: _____

Signature of Co-Policyowner _____ Printed Name of Co-Policyowner _____

If Corporation/Trustee, Title _____ SSN/TIN: _____

Signature of Irrevocable Beneficiary _____ Printed Name of Irrevocable Beneficiary _____

Signature of Assignee,Title _____ Printed Name of Assignee,Title _____

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MAINE

Important information about your life insurance policy
Prepared by the Maine Bureau of Insurance

Life insurance is a critical part of a broader financial plan. There are many options available, and you have the right to shop around and seek advice from different financial advisors in order to find the option best suited to your needs.

You are encouraged to consider the following possible alternatives to requesting a surrender of your life insurance policy, requesting accelerated death benefits under your life insurance policy, or letting your life insurance policy lapse. These alternatives include, but are not limited to:

- **Accelerated Death Benefit:** Your policy may provide an early or accelerated discounted benefit payment if you have a terminal or chronic illness.
- **Cash Surrender:** Your policy may have a cash surrender value that your life insurer would pay you if you cancel it.
- **Gift:** You may be able to give your policy to your beneficiary, who would then assume responsibility for paying premiums.
- **Life Settlement:** You may be able to sell your life insurance policy to a third party for an amount greater than the cash surrender value or accelerated death benefits under your policy. Once sold, you would pay no further premiums. The third party would become the policyholder and receive the benefit upon the insured's death.
- **Maintain Your Policy:** You may be able to maintain your life insurance policy inforce by paying the premiums directly or using your current policy values to pay the premiums.
- **Policy Changes:** You may be able to reduce or eliminate future premium payments by obtaining a paid-up policy, by reducing optional coverages, or through other options available from your life insurer.
- **Policy Loan:** You may be able to take out a loan from your life insurance company using the cash value of your policy as collateral. Loan proceeds can be used to pay the premiums or for other purposes.
- **Third-Party Loan:** You may be able to get a loan from another party to pay your policy's premiums. In return, the lender may require an assignment of a portion or all of the policy's death benefits.

These options may or may not be available depending on your circumstances and the terms of your life insurance policy. Please see your policy or contact your life insurance company, financial adviser, agent, or broker to determine your particular options.

IMPORTANT INFORMATION: Maine law requires life settlement brokers to have a proper license. If you are approached to sell your policy or if you are looking to sell your policy, please check with the Maine Bureau of Insurance for a list of licensed life insurance producers. If you are a Maine resident and have questions about life insurance and your rights, contact the Maine Bureau of Insurance at 1-800-300-5000, or go to www.maine.gov/pfr/insurance. Ask questions if you don't understand your policy.

COMMONLY USED TERMS

Accelerated death benefit: A benefit allowing terminally or chronically ill life insurance policyholders to receive cash advances of all or part of the expected death benefit. The accelerated death benefit can be used for health care treatments or any other purpose.

Cash surrender value: The amount of cash due to a policyholder who cancels his or her life insurance policy before it matures or death occurs. This term is also called "cash value," "surrender value," and "policyholder's equity."

Expected death benefit: The amount that the insurance company would pay the beneficiaries named in the life insurance policy if the insured died today.

Face amount: The death benefit the insurer is required to pay the beneficiaries named in the life insurance policy upon the death of the insured, as stated in the policy. The actual death benefit may differ due to such factors as policy loans, failure to pay premiums, and for some types of policies, investment performance.

Lapse: A life insurance policy ending or expiring when a policyholder stops making premium payments.

Life settlement: A contract in which the policyholder sells his or her life insurance policy to a third party for a payment that is less than the expected death benefit of the policy. Life settlements include viatical settlements, defined below.

Policy loan: A loan issued by an insurance company using the cash value of a person's life insurance policy as collateral.

Viatical settlement: An arrangement in which someone with a terminal illness sells his or her life insurance policy at an amount less than the death benefit. The ill person receives cash, and the buyer receives the full amount of the death benefit once the former policyholder dies.

This brochure is for informational purposes only and does not constitute an endorsement of any of the options described above.

OREGON

Life insurance is a critical part of a broader financial plan. There are many options available, and you have the right to shop around and seek advise from different financial advisers in order to find the option best suited to your needs.

Please contact the Division of Financial Regulation of the Department of Consumer and Business Services for further information.

Visit our website at

Insurance.oregon.gov/consumer/life-insurance/understand_life.html

or call an advocate at

1-888-877-4894 or (503) 947-7984

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WASHINGTON

Traditional & Universal Life Policies

Important information about your life insurance policy from the
State of Washington Office of the Insurance Commissioner

Life insurance is a critical part of a broader financial plan. There are many options available, and you have the right to shop around and seek advice from different financial advisers in order to find the options best suited to your needs.

You are encouraged to consider the following possible alternatives to requesting a surrender of your life insurance policy, requesting accelerated death benefits under your life insurance policy, or letting your life insurance policy lapse. These alternatives include, but are not limited to:

- **Accelerated Death Benefit:** Your policy may provide an early or accelerated discounted benefit payment if you have a terminal or chronic illness.
- **Cash Surrender:** Your policy may have a cash surrender value that your life insurer would pay you if you cancel it.
- **Gift:** You may be able to gift your policy to your beneficiary, who would then assume responsibility for paying premiums.
- **Life Settlement:** You may be able to sell your life insurance policy to a third party. Once sold, you would pay no further premiums. The third party would become the policyholder and would receive the benefit upon the insured's death.
- **Maintain Your Policy:** You may be able to maintain your life insurance policy inforce by paying the premiums directly or using your current policy values to pay the premiums.
- **Policy Changes:** You may be able to reduce or eliminate future premium payments by obtaining a paid-up policy, by reducing optional coverages, or through other options available from your life insurer.
- **Policy Loan:** You may be able to take out a loan from your life insurance company using the cash value of your policy as collateral. Loan proceeds can be used to pay the premiums or for other purposes.
- **Third-Party Loan:** You may be able to get a loan from another party to pay your policy's premiums. In return, the lender may require an assignment of a portion or all of the policy's death benefits.

These options may or may not be available depending on your circumstances and the terms of your life insurance policy. Please see your policy or contact your life insurance company, financial advisor, insurance producer to determine your particular options.

If you're a Washington state resident and have questions about life insurance and your rights, contact the Office of the Insurance Commissioner at 1-800-562-6900, or go to www.insurance.wa.gov. Ask questions if you don't understand your policy.

Here's a list of commonly used terms:

Accelerated death benefit: A benefit allowing terminally ill or chronically ill life insurance policyholders to receive cash advances of all or part of the expected death benefit. The accelerated death benefit can be used for health care treatments or any other purpose.

Cash surrender value: The amount of cash due to a policyholder who requests that the insurance company cancel their life insurance policy before it matures or death occurs. This term is also called "cash value," "surrender value," and "policyholder's equity."

Expected death benefit: The face amount of the policy, less any policy loan amounts, that the insurance company is expected to pay the beneficiaries named in the life insurance policy upon the death of the insured.

Lapse: A life insurance policy ending or expiring when a policyholder stops making premium payments.

Life settlement: A contract in which the policyholder sells his or her life insurance policy to a third party for a one-time cash payment which is greater than the cash surrender value, but less than the death benefit of the policy. A life settlement includes a viatical settlement, defined below.

Policy loan: A loan issued by an insurance company using the cash value of a person's life insurance policy as collateral.

Viatical settlement: An arrangement in which someone with a terminal illness sells his or her life insurance policy at an amount less than the death benefit. The ill person receives cash, and the buyer receives the full amount of the death benefit once the former policyholder dies.

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WASHINGTON

Term Policies

Important information about your term life insurance policy from the
State of Washington Office of the Insurance Commissioner

Life insurance is a critical part of a broader financial plan. There are options available to you rather than letting your policy lapse, and you have the right to shop around and seek advice from different financial advisers in order to find the option best suited to your needs.

You are encouraged to consider the following possible alternatives to letting your term life insurance policy lapse. These alternatives include, but are not limited to:

• **Life Settlement:** You may be able to sell your term life insurance policy to a third party. Once sold, you would pay no further premium. The third party would become the policyholder and would receive the benefit upon the insured's death.

• **Maintain Your Policy:** You may be able to maintain your term life insurance policy inforce by paying the premiums directly.

• **Third-Party Loan:** You may be able to get a loan from another party to pay your policy's premiums. In return, the lender may require an assignment of a portion or all of the policy's death benefits.

These options may or may not be available depending on your circumstances and the terms of your life insurance policy. Please see your policy or contact your life insurance company, financial advisor, insurance producer to determine your particular options.

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Lapse: A life insurance policy ending or expiring when a policyholder stops making premium payments.

Life settlement: A contract in which the policyholder sells his or her life insurance policy to a third party for a one-time cash payment. A life settlement includes a viatical settlement, defined below.

Viatical settlement: An arrangement in which someone with a terminal illness sells his or her life insurance policy at an amount less than the death benefit. The ill person receives cash, and the buyer receives the full amount of the death benefit once the former policyholder dies.

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