



PHL Variable Insurance Company (Phoenix)

**Regular Mail:** PO Box 8027, Boston MA 02266-8027

**Overnight Mail:** 30 Dan Rd., Suite 8027, Canton MA 02021-2809

## Certification and Acknowledgement of Trust Agreement

### Section 1 - Proposed Insured Information

The following questions **must be** completed for all Trust Applications.

Policy Number (if available)	1. Name of Insured/Annuitant (First, Middle, Last)
2. Name of Insured/Annuitant (First, Middle, Last)	3. Name of Insured/Annuitant (First, Middle, Last)
4. Name of Insured/Annuitant (First, Middle, Last)	5. Name of Insured/Annuitant (First, Middle, Last)

### Section 2 - Trust Information

The following questions **must be** completed for all Trust Applications.

Name(s) of Trust(s)		Trust Tax ID	Trust Date (mm/dd/yyyy)
Name(s) of Trustee(s) (First, Middle, Last)	Preferred Phone #: ( ) -	Social Security No./Tax ID	Date of Birth (mm/dd/yyyy)
Name(s) of Trustee(s) (First, Middle, Last)	Preferred Phone #: ( ) -	Social Security No./Tax ID	Date of Birth (mm/dd/yyyy)
Name of Grantor/Settlor (First, Middle, Last)	Preferred Phone #: ( ) -	Social Security No./Tax ID	Date of Birth (mm/dd/yyyy)
Mailing Street Address of Trust (include Apartment or Suite #)	City	State	ZIP Code

What is the nature of the relationship between the Trustee and Grantor/ Settlor?  
 Relative (related to the Insured by blood or law)    Attorney    Accountant  
 Other (If "Other", please state and explain relationship in detail)  
 Details:

Does the Grantor of the Trust have familial relationship with the Beneficiary? .....  Yes  No  
 If not, please describe the relationship \_\_\_\_\_

What is the length of the relationship between the Trustee and Grantor/ Settlor? \_\_\_\_\_ Months / \_\_\_\_\_ Years      Situs (State Governing law) of Trust

Does the Trust contain a Spendthrift Provision (provision that prohibits a beneficiary or creditor of a beneficiary from anticipating or attaching an interest in the trust)? .....  Yes  No  
 If "No", please explain in detail the strategy for leaving this provision out.

What is the relationship between the Grantor and Situs of Trust?  
 Provide detail:

Does the provision of the Trust contain the right to change the Beneficiary? .....  Yes  No

Can the Situs be changed by the Trustee and/or Beneficiaries? .....  Yes  No

Can the trust be merged or consolidated with another trust? .....  Yes  No

Is the beneficiary granted a Power of Appointment (ability to appoint property during life or at death)? .....  Yes  No  
 If "Yes", is the power limited to persons who are (a) related to the Proposed Insured/Annuitant by blood or law? (b) have a substantial interest in the Proposed Insured/Annuitant engendered by love and affection, or (c) hold a lawful and substantial interest in the continued life of the Proposed Insured/Annuitant. ....  Yes  No

**Section 3 - Representations and Signatures**

*The undersigned Trustee(s) hereby represents, declares, and acknowledges that:*

1. The Trust is  revocable and in full force and effect.  
  
 irrevocable and in full force and effect.
2. Pursuant to the terms of the agreement, the trustee(s) has the right to purchase life insurance and securities.
3. The Insurer is entitled to recognize the Trustees as having all ownership rights in the Policy/Contract, including, but not limited to, the right to surrender the Policy/Contract, borrow from the Policy, or assign ownership rights in the Policy/Contract. If there is more than one trustee, the signatures of all trustees will be required in the exercise of policy rights, unless written evidence to the contrary is provided to Phoenix.
4. Optional Certification: In checking this box , the Trustees certify that Phoenix may require only one trustee signature in the exercise of policy rights.
5. The Insurer is not responsible for inquiring into the terms of the Trust and shall not be charged with knowledge of its provisions.
6. The Insurer may rely on the signature of the Trustees in the exercise of any Policy/Contract rights hereunder and is fully discharged from any liability as the result of such reliance.
7. Beneficial interests under the Trust can and will only be established for persons who (a) are related to the Proposed Insured/Annuitant by blood or law, (b) have a substantial interest in the Proposed Insured/Annuitant engendered by love and affection, or (c) hold a lawful and substantial economic interest in the continued life of the Proposed Insured/Annuitant.
8. The Trustee agrees to immediately (within 30 days of the occurrence) notify the Insurer of (a) any changes to the named current beneficiaries identified above; (b) any modifications to the provisions of the Trust including a change in the Situs of the Trust as identified above; (c) a merger of the Trust with any other agreement; (d) transfer of any beneficial interests in the Trust or (e) any actions that would cause an immediate or future change to the recipients of the beneficial interest of the Trust.
9. The Insurer reserves the right to require the Trustees to provide (a) a copy of the trust agreement; and (b) a copy of any document relating to the items identified in paragraph 7 above, either before or after the Policy/Contract is issued, for any reason the Insurer may determine.

Trustee Signature	State Signed In	Date (mm/dd/yyyy)