

Questions? Call our National Service Center at 1-800-888-2461.

**Instructions**

Use this form to 1) confirm ownership, 2) facilitate the transfer of assets or 3) change ownership of a Security Benefit Life Insurance Company ("Security Benefit") annuity as a result of divorce or legal separation proceedings. Any person who is designated to receive all or a portion of the contract value is an Alternate Payee. A joint owner may also be designated to receive all or a portion of the contract value. This form is required by Security Benefit as a substitution of your Divorce Decree/Property Settlement Agreement/Qualified Domestic Relations Order. Do not return any such documentation with this form. When this form and all additional requirements have been deemed by Security Benefit to be in good order, the contract specified below will be serviced pursuant to the instructions contained herein. If a redemption will be requested following a change of ownership or if the Alternate Payee or Joint Owner wants to take a lump sum distribution of the amount awarded due to divorce or legal separation, the applicable Security Benefit distribution form must be submitted. On these pages, I, you and your refer to the contract owner(s) and former spouse. We, us and our refer to Security Benefit.

- This form must be fully completed and signed by both spouses. If the contract has a joint owner other than a spouse, the joint owner must also sign. Signatures must be Notarized.
- A partial surrender to an Alternate Payee or Joint Owner may affect the guaranteed elements, non-guaranteed elements, benefit riders, contract value, or surrender value of the contract from which the values are released. Please see your prospectus and/or contract for further information.
- For Federal Tax Purposes, the term "spouse" includes any individuals who are lawfully married. Federal law does not recognize domestic partnerships or civil unions that are not designated as "married" under state law. We are required to report any distribution or change of ownership pursuant to a divorce between civil union or domestic partners as a taxable distribution. You may wish to consult with your tax advisor if this tax treatment would apply to your distribution.
- A partial surrender or a change of ownership to an Alternate Payee or Joint Owner may result in applicable fees/charges associated with the contract.
- A separate Notification of Divorce and Transfer Request form must be submitted for each Security Benefit annuity contract affected.
- Your state's laws may automatically revoke a former spouse beneficiary designation and we will delete the former spouse as beneficiary if applicable. You must complete Section 8 to make a beneficiary designation.

**1. Provide General Contract Information****Contract Number** \_\_\_\_\_**Contract Owner's Name** \_\_\_\_\_  
First MI Last**Mailing Address** \_\_\_\_\_  
Street Address City State Zip Code**Social Security Number/Tax ID Number** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_  
Date (mm/dd/yyyy)**Cell Phone Number** \_\_\_\_\_ **Home Phone Number** \_\_\_\_\_**Email Address** \_\_\_\_\_**Joint Contract Owner Information****Joint Contract Owner's Name** \_\_\_\_\_  
First MI Last**Mailing Address** \_\_\_\_\_  
Street Address City State Zip Code**Social Security Number/Tax ID Number** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_  
Date (mm/dd/yyyy)**Cell Phone Number** \_\_\_\_\_ **Home Phone Number** \_\_\_\_\_**Email Address** \_\_\_\_\_

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## Former Spouse or Alternate Payee Information

### Relationship to owner must be checked (check one):

☐ Former Spouse   ☐ Former Domestic Partner   ☐ Former Civil Union Partner   ☐ Other

**Name** \_\_\_\_\_  
First MI Last

**Mailing Address** \_\_\_\_\_  
Street Address City State Zip Code

**Social Security Number/Tax ID Number** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_  
Date (mm/dd/yyyy)

**Cell Phone Number** \_\_\_\_\_ **Home Phone Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

## 2. Annuity Type and Arrangement

### Please indicate the type of annuity contract (check one):

- ☐ Non-Qualified – By signing Section 9 of this form you and former spouse represent and assert that you: a) have entered into a separation agreement or obtained a divorce decree or separation order that meets the requirements of Internal Revenue Code ("IRC") Section 1041(a); and b) have consulted with an attorney and/or tax advisor concerning this divorce related transaction.\*
- ☐ IRA, Roth IRA, SEP-IRA – By signing Section 9 of this form, you and former spouse represent and assert that you: a) have entered into a separation agreement or obtained a divorce decree or separation order that meets the requirements of Internal Revenue Code ("IRC") Section 408(d)(6); and b) have consulted with an attorney and/or tax advisor concerning this divorce related transaction.\*
- ☐ 403(b) Tax Deferred Annuities – By signing Section 9 of this form, you and former spouse represent and assert that you a) have entered into a separation agreement or obtained a divorce decree or separation order and b) if all or a portion of the contract is payable to the Alternate Payee, you have entered into a Qualified Domestic Relations Order ("QDRO") that meets the requirements of Internal Revenue Code ("IRC") Section 414(p). Employer/TPA Authorization is required. See Section 10.
- ☐ 457/Qualified Plans – By signing Section 9 of this form, you and former spouse represent and assert that you a) have entered into a separation agreement or obtained a divorce decree or separation order and b) if all or a portion of the contract is payable to the Alternate Payee, you have entered into a Qualified Domestic Relations Order ("QDRO") that meets the requirements of Internal Revenue Code ("IRC") Section 414(p). Your Plan Administrator/Trustee must also sign this form.
- ☐ Other (Please explain) \_\_\_\_\_

\*If you are currently taking substantially equal payments under Internal Revenue Code ("IRC") Section 72(q) or 72(t), you may wish to consult with your tax advisor to determine what effect, if any, this distribution will have on your payment stream.

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3. Divorce Judgement Impact to Contract. Additional paperwork may be required.

**OPTIONS FOR SINGLE OWNED CONTRACTS ONLY:**

Select one of the following transfer methods:

- ☐ **No Change of Ownership or distribution to the Alternate Payee** – 100% ownership remains with current Contract Owner.
  - ☐ **Change of Ownership** – Transfer 100% ownership of the above referenced annuity to the Alternate Payee. The information in Section 1 for the Alternate Payee will be used for the registration. Please complete Section 8 to designate a beneficiary. *An ownership change could affect your optional benefits/riders. Please refer to your prospectus, contract, or call our Service Center.*
  - ☐ **Transfer to New Security Benefit Contract** – Rollover/1035 Exchange the amount indicated in Section 4 to a new annuity contract with Security Benefit pursuant to the attached application completed by the **Alternate Payee**.
  - ☐ **Transfer to an existing Security Benefit Contract** – Rollover/1035 Exchange the amount indicated in Section 4 to an existing Security Benefit contract in the name of the **Alternate Payee**. Contract number \_\_\_\_\_
  - ☐ **Transfer to another Company** – Rollover/1035 Exchange the amount indicated in Section 4 to a contract at another company in the name of the **Alternate Payee** pursuant to the attached paperwork completed by the **Alternate Payee**. An *Outgoing Funds Transfer* form must also be submitted with this option. *A letter of acceptance is required from the accepting carrier.*
  - ☐ **Lump Sum Distribution** – Send the amount indicated in Section 4 as a lump sum distribution payable to the **Alternate Payee** pursuant to the attached paperwork. Please include a *Withdrawal Request* completed by the Alternate Payee.
- Proceeds received from an IRA or 403(b) may be eligible for rollover within 60 days. Please contact your tax advisor for more information.
  - Proceeds of qualified contracts may have required tax withholding according to IRS requirements.

**OPTIONS FOR JOINTLY OWNED CONTRACTS ONLY:**

Select one of the following transfer methods:

The term “Joint Owner” used in this section means the person who is NOT retaining sole ownership of the current contract.

- ☐ **Change of Ownership (for Jointly Owned Contracts Only)** – \_\_\_\_\_ (name) shall be sole owner of the above referenced annuity. The information in Section 1 will be used for the registration. Please complete Section 8 to designate a beneficiary. An ownership change could affect your optional benefits/riders. Please refer to your prospectus, contract, or call our Service Center.
  - ☐ **Transfer to New Security Benefit Contract** – Rollover/1035 Exchange the amount indicated in Section 4 to a new annuity contract with Security Benefit pursuant to the attached application completed by Joint Owner.
  - ☐ **Transfer to an existing Security Benefit Contract** – Rollover/1035 Exchange the amount indicated in Section 4 to an existing Security Benefit contract in the name of Joint Owner. Contract number \_\_\_\_\_
  - ☐ **Transfer to another Company** – Rollover/1035 Exchange the amount indicated in Section 4 to a contract at another company in the name of the Joint Owner pursuant to the attached paperwork completed by Joint Owner. An *Outgoing Funds Transfer* form must also be submitted with this option. A letter of acceptance is required from the accepting carrier.
  - ☐ **Distribution to a Joint Owner** – Send the amount indicated in Section 4 as a distribution payable to the Joint Owner pursuant to the attached paperwork. Please include a *Withdrawal Request* completed by the Joint Owner.
  - ☐ **Lump Sum Distribution to both Joint Contract Owners** – Process a lump sum distribution and the net amount will be payable to each Joint Owner as indicated in Section 4. Please include a *Withdrawal Request* form completed by each Joint Owner.
- Proceeds received from an IRA or 403(b) may be eligible for rollover within 60 days. Please contact your tax advisor for more information.
  - Proceeds of qualified contracts may have required tax withholding according to IRS requirements.

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#### 4. Amount to Transfer to the Alternate Payee or Joint Owner

If you elected to transfer 100% ownership to the Alternate Payee in Section 3, leave this section blank.

The portion of the contract to be transferred to 1) the Alternate Payee, 2) a Joint Owner or 3) both Joint Owners is as follows.

\$ \_\_\_\_\_ OR \_\_\_\_\_% as of \_\_\_\_\_  
(Specific Dollar Amount) (Specific Percentage) Date (mm/dd/yyyy)

to \_\_\_\_\_  
(Name)

Complete for second Joint Owner.

\$ \_\_\_\_\_ OR \_\_\_\_\_% as of \_\_\_\_\_  
(Specific Dollar Amount) (Specific Percentage) Date (mm/dd/yyyy)

to \_\_\_\_\_  
(Name)

Are gains or losses to be determined on the amounts above? (Does not apply to Fixed or Fixed Index Annuity products)

☐ Yes – gains/losses will be calculated, by Security Benefit, from the valuation date of: \_\_\_\_\_  
Date (mm/dd/yyyy)

to the date processed or a date ordered by the court (insert date here if court ordered: \_\_\_\_\_ )  
Date (mm/dd/yyyy)

☐ No

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#### 5. Charges and Fees

This contract could have contractual charges that may apply to this transaction. Please review the terms of your annuity contract with regard to charges and fees that include, but might not be limited to, surrender/withdrawal charges (sometimes referred to as Contingent Deferred Sales Charges ("CDSC")), and rider fees. We are unable to split charges/fees between the contract owner and the Alternate Payee or Joint Owner. Distributions will first come from any available free withdrawal amount which will impact your ability to make withdrawals for the remainder of the year. Select below how you would like the charges, which includes fees for riders on Fixed Index Annuity products, for this transaction to occur. If no selection is made, we will default to the Gross distribution option below. Check only one.

☐ NET Distribute the proceeds NET of any charges to the Alternate Payee/Joint Owner.

Example: Request for \$5,000 NET disbursement, \$5,150 would be withdrawn from the annuity contract. \$150 represents the charge, resulting in a NET check of \$5,000. Applicable federal and state taxes will be deducted from distribution.

☐ GROSS Distribute the proceeds GROSS of any charges to the Alternate Payee/Joint Owner.

Example: Request for \$5,000 GROSS disbursement, \$5,000 would be withdrawn from the annuity contract. \$150 represents the charge, resulting in a GROSS check of \$4,850. Applicable federal and state taxes will be deducted from distribution.



6. Distribution Instructions

Please indicate how the funds are to be withdrawn for the transfer to the Alternate Payee or Joint Owner:

- ☐ Prorata – prorate amongst all investment options.
- ☐ Specific funds as indicated below:

From Investment Option or Allocation Option

% or \$

% or \$

% or \$

% or \$

% or \$

% or \$

PERCENTAGES MUST TOTAL 100%  
DOLLARS MUST EQUAL TOTAL AMOUNT REQUESTED

7. Name Change

- Name change is for (check all that apply): ☐ Owner ☐ Annuitant
- ☐ Court ordered a name change to maiden name as a result of divorce
- ☐ I have remarried (Attach copy of marriage license or Government issued ID with new name)
- ☐ Other: Please explain: (Attach copy of relevant court order)

Change From: X  
Print Prior Name Prior Signature

Change To: X  
Print New Name New Signature

8. Beneficiary Designation

Primary Beneficiary:

For additional Primary Beneficiaries, please attach a separate list to the end of this form.  
(must be whole numbers and total 100%)

	Primary Beneficiary Name	Address (city, state, zip)	Phone No.	Social Security No.	DOB (mm/dd/yyyy)	Relationship to Contract Annuitant	% of Benefit
1							
2							
3							

(If you wish for any of your beneficiaries to be irrevocable, please add designation above following the name of each beneficiary.)



Secondary Beneficiary:

For additional Secondary Beneficiaries, please attach a separate list to the end of this form.  
(must be whole numbers and total 100%)

	Secondary Beneficiary Name	Address (city, state, zip)	Phone No.	Social Security No.	DOB (mm/dd/yyyy)	Relationship to Contract Annuitant	% of Benefit
1							
2							
3							

(If you wish for any of your beneficiaries to be irrevocable, please add designation above following the name of each beneficiary.)

9. Certifications and Acknowledgments

By signing below, Owner and former spouse:

- Understand that surrenders or changing owners may impact benefits provided by certain riders attached to the contract (including termination of certain riders).
- Agree to any ownership change made on this form.
- Certify that no other person or entity has any claim to or interest in the contract.
- Certify that Owner and former spouse are aware that this transaction will be reported to the IRS as a taxable distribution to a former domestic partner/civil union partner who receives the distribution. Proceeds received from Roth IRAs, IRAs, SEPs and 403(b)s, 457s or employer plans may be eligible for rollover within 60 days. Owner and former spouse may contact a tax advisor for more information.

You are attesting that the instructions provided to Security Benefit on this form are in accordance with your separation agreement, divorce decree, or QDRO (if applicable). Security Benefit has no duty or responsibility to determine the correctness of the transfer pursuant to your domestic relations order/divorce decree/property settlement and this form, or if the domestic relations order is qualified under the Internal Revenue Code Section 414(p), if applicable. You acknowledge that it is your responsibility to consult with an attorney and/or tax advisor on the effect your choice has under applicable tax and other law, with respect to this divorce-related transaction, and that Security Benefit is not providing you with legal or tax advice.

Furthermore, you agree to waive, release, discharge, and forever hold harmless Security Benefit and its subsidiaries, affiliates, and officers, directors and employees from and against any tax or other liability incurred by the Contract Owner Former Spouse, Joint Owner or Alternate Payee that may arise from or in connection with accepting and acting on the instructions being provided to Security Benefit on this form.

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9. Certifications and Acknowledgments (continued)

This form is effective as of the date it is signed, once accepted by Security Benefit.  
I certify that the above information is accurate.

Signatures must be notarized.

X \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
(You must include your designation if signing  
as a trustee, executor, custodian, guardian, or  
attorney-in-fact.)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, a Notary Public, in said County, personally  
appeared

\_\_\_\_\_  
known to me to be the same person described herein,  
and who executed the foregoing instrument and who  
acknowledged the same to be his/her free act and deed.

Signature of Notary Public:

X \_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date (mm/dd/yyyy)

My Commission Expires on \_\_\_\_\_  
Date (mm/dd/yyyy)

Place Stamp Here:

X \_\_\_\_\_  
Signature of Former Spouse/Alternate Payee/Joint Owner

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
(You must include your designation if signing  
as a trustee, executor, custodian, guardian, or  
attorney-in-fact.)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, a Notary Public, in said County, personally  
appeared

\_\_\_\_\_  
known to me to be the same person described herein,  
and who executed the foregoing instrument and who  
acknowledged the same to be his/her free act and deed.

Signature of Notary Public:

X \_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date (mm/dd/yyyy)

My Commission Expires on \_\_\_\_\_  
Date (mm/dd/yyyy)

Place Stamp Here:

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10. Employer Certification for 403(b)

Employer certification is required for transfers incident to divorce from a 403(b) contract.

This section must be completed by your employer or Third Party Administrator before your request is processed. Please consult your financial professional or employer.

If a separate Third Party Administrator authorization is required and accompanies this request, that authorization will serve as completion of this section. If no such separate authorization is applicable this section must be completed before your request is processed. Check the following box if applicable.

☐ Third Party Administrator authorization attached.

If a separate authorization is not provided, please complete the following information.

I acknowledge that the employer and accepting carrier have entered into an Information Sharing Agreement.

My signature below provides approval for the transfers to the Alternate Payee identified above and I certify that such transfer is made pursuant to a Qualified Domestic Relations Order.

X

Signature of (Select One)

☐ Employer ☐ Third Party Administrator

OR

☐ A copy of the current Information Sharing Agreement is attached.

Date (mm/dd/yyyy)

Title

Mail to:

Security Benefit

P.O. Box 750497

Topeka, Kansas 66675-0497

Fax to: 785.368.1772

For expedited or overnight delivery:

Security Benefit

Mail Zone 497

One Security Benefit Place

Topeka, Kansas 66636-0001

Visit us online at [SecurityBenefit.com](https://SecurityBenefit.com)

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