



# Collateral Assignment of Life Insurance or Annuity

American National  
One Moody Plaza, Galveston, TX 77550-7947

NF



page 1 of 3

## For Life Insurance Services Department

Mailing Address: Mail Processing Center, P.O. Box 3257, Springfield, MO 65808-3257 Phone Number: (800) 899-6806  
Overnight: Mail Processing Center, Attn: LIS 3257, 1949 E. Sunshine St., Springfield, MO 65899-0001

## For Annuity Services Department

Mailing Address: Mail Processing Center, P.O. Box 10427, Springfield, MO 65808-0427 Phone Number: (800) 252-9546  
Overnight: Mail Processing Center, Attn: Annuity 10427, 1949 E. Sunshine St., Springfield, MO 65899-0001

## For Variable Contracts Department

Mailing Address: P.O. Box 1893, Galveston, TX 77553-1893 Phone Number: (800) 306-2959  
Overnight Address: Variable Contracts Dept., One Moody Plaza, Galveston, TX 77550-7947

☐ American National Insurance Company ☐ American National Life Insurance Company of Texas

**Do not use this form to change ownership.**

**PLEASE FORWARD ORIGINAL TO THE HOME OFFICE AND RETAIN A COPY WITH THE POLICY**

**American National does not assume any responsibility for the validity of this Assignment.**

### Assignor's Information

Assignor's Name (of Owner/Policy or Contract No./Insured or Annuitant if not owner.):

Assignor's Address: Number/Street

City

State

ZIP

Assignor's E-mail Address:

Additional Policies/Contracts:

### Assignee's Information

Assignee's Name:

Assignee's SSN or Tax ID:

Assignee's Address: Number/Street

City

State

ZIP

Assignee's E-mail Address:

### Assignment and Agreements

This Collateral Assignment is made for the purpose of securing an indebtedness or obligation, including any future indebtedness or obligation, of the Owner to the Assignee. The amount of the original indebtedness is \$ \_\_\_\_\_.

For value received, the Owner assigns transfers and conveys the above identified policies or contracts issued by American National (herein after "Company") to the Assignee.

If this Collateral Assignment identifies two or more policies or contracts, any reference to "policy" or "contract" shall refer to all the assigned policies or contracts, both individually and collectively.

This Collateral Assignment applies to any change, conversion, addition or increase to the above policy or contract.

It is expressly agreed that the specific rights described below are included in this Collateral Assignment:

- i. The right to claim payment from the proceeds of the policy or contract upon termination by death or maturity for the amount due and owing.
- ii. In the event the Owner has defaulted on the obligation to the Assignee, the Assignee, acting alone, may elect to surrender the policy or contract or execute a policy loan for an amount not to exceed the available loan value or the total amount of the obligation.
- iii. It is agreed that the following specific rights, while the above policy or contract remain in force, are reserved and excluded from this Collateral Assignment:
  - a. The right to designate a beneficiary.
  - b. The right to elect any settlement option or payment option permitted by the above policy or contract, or allowed by the Company.



These reservations of rights shall not impair the right of the Assignee to surrender the policy partially or completely or impair any other rights of the Assignee hereunder, and any designation or change of beneficiary or election of optional mode of settlement shall be subject to this assignment and the rights of the Assignee hereunder.

- iv. In complying with the rights and interests of the respective parties under this Collateral Assignment, the Company may rely on the written request of the Assignee without investigating (a) the reason for the action taken by the Assignee; (b) the accuracy, validity or the amount of the indebtedness or obligation asserted; (c) the occurrence or existence of a default; (d) the accuracy, validity or the amount of payment to the Assignee; or (e) the on-going authority of the Assignee to exercise under the Collateral Assignment. In the event of any dispute between the respective parties to this Collateral Assignment, the Company shall be entitled to have the respective interests determined by the proper court, and the Company shall be reimbursed for its reasonable expenses out of any funds in its custody affected by this agreement.
- v. It is agreed by the respective parties to this Collateral Assignment that the Company is not a party to this agreement. This agreement is subject to, and does not modify, the terms of the policy or contract. The rights assigned by this Collateral Assignment do not impair or restrict any legal or contractual rights of the Company. The rights assigned by this Collateral Assignment are subject to all prior assignment of rights under the policy or contract.
- vi. The Owner declares that no proceeding in bankruptcy are pending against him/her and that his/her property is not subject to any assignment for the benefit of creditors.
- vii. In the event of any conflict between the provision of this assignment and provisions of the provisions of the contract evidencing the indebtedness or obligation, this Collateral Assignment will prevail.
- viii. If this is an assignment of an annuity, the Owner acknowledges that the assignment of any part of an annuity shall be treated under the Internal Revenue Code Section 72(e) as an amount received under the contract. Therefore, the assignment of an annuity may be treated as a taxable distribution. The Owner also acknowledges that in the event that this Collateral Assignment is determined to be a taxable transaction, the Insurer will issue the appropriate tax report to the Owner. The Owner is advised to consult with a qualified tax advisor for more information on any potential tax consequences.

The Company will not recognize any assignment of which it has not received notice.

### Authorization and Signatures

I certify that the information provided on this form is correct and agree to the forgoing agreements.

Date at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(City, State)

X \_\_\_\_\_  
Signature of Policy/Contract Owner

X \_\_\_\_\_  
Signature of Spouse  
(If owner is married and resides in AZ, CA, ID, LA, NV, NM, TX, WA, WI)

\_\_\_\_\_  
Title  
(If Owner is an Entity: Trust, business, or by on behalf of Owner (POA, Guardianship))

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature of Irrevocable Beneficiary  
(If one has been designated)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title  
(If Irrevocable Beneficiary is an Entity, or by on behalf of Beneficiary)

X \_\_\_\_\_  
Signature of Assignee

\_\_\_\_\_  
Title  
(If Assignee is an Entity or on behalf of Assignee)



### Release of Assignment

The consideration for which this Collateral Assignment was made, having been fully paid and satisfied, all right, title, and interest in the above named contract(s) and/or policy(s) is/are here by relinquished.

Assignee's Name: \_\_\_\_\_

Assignee's Title: \_\_\_\_\_

Assignee's Address: Number/Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP \_\_\_\_\_

Assignee's E-mail Address: \_\_\_\_\_

X \_\_\_\_\_  
Signature of Assignee

\_\_\_\_\_ Date

### Company's Endorsement of Release of Collateral Assignment

This Release of Assignment should be executed in duplicate. One copy will be retained by American National and the other will be sent to the Policy Owner.

FOR VALUE RECEIVED, all right, title, and interest of the undersigned Assignee, acquired under Assignment dated \_\_\_\_\_, \_\_\_\_\_, in and to Policy/Contract # \_\_\_\_\_ issued by American National, Galveston, Texas,  
Month Day Year  
on the life of \_\_\_\_\_ is hereby relinquished and released.  
Insured/Annuitant

Date at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(City, State)

X \_\_\_\_\_  
Signature of Assignee

\_\_\_\_\_  
Name of Company (If applicable)

\_\_\_\_\_  
Title  
(If Assignee is an Entity or on behalf of Assignee)

AMERICAN NATIONAL has recorded and retained a copy of the foregoing Release of Assignment.

Galveston, Texas, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Registrar  
Month Day Year