

**DESIGNATION OF BENEFICIARY FORM FOR GIAC QUALIFIED ANNUITIES**

**First Class Mail - Send To:**

The Guardian Insurance & Annuity Company, Inc. (GIAC), Variable Product Issue Department, P.O. Box 26210, Lehigh Valley, PA 18002-6210

**Express Mail - Send To:**

The Guardian Insurance & Annuity Company, Inc., Variable Product Issue Department, 3900 Burgess Place, #3S, Bethlehem, PA 18017

**A. CONTRACT INFORMATION**

This form should be used to update beneficiary information on a qualified annuity contract. For a non-qualified annuity, please use "Designation of Beneficiary Form for GIAC Non-Qualified Annuities (EB-015181)".

Contract No.(s) \_\_\_\_\_ Annuitant \_\_\_\_\_

Contract Owner \_\_\_\_\_

**B. DESIGNATION OF BENEFICIARY**

Please read provision 2 of the General Provisions before completing this section. If a separate sheet is attached to list beneficiaries, we require the form to be dated and signed by the Contract Owner. Beneficiaries are concurrent unless ranked numerically. Shares are equal unless otherwise specified.

The Contract Owner may change the beneficiaries during the annuitant's lifetime. The beneficiary(ies) designation under the contract(s) shall be as follows, all prior designations of beneficiary(ies) and modes of settlement thereunder being revoked.

|  |                           |                |               |         |
|--|---------------------------|----------------|---------------|---------|
| <b>Primary Beneficiary</b>             | Relationship to Annuitant | SS# or Tax ID# | Date of Birth |         |
| Street Address (No P.O. Boxes, please) | City                      | State          | Zip           | Age     |
| <b>Primary Beneficiary</b>             | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | % Share |
| Street Address (No P.O. Boxes, please) | City                      | State          | Zip           | Age     |
| <b>Primary Beneficiary</b>             | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | % Share |
| Street Address (No P.O. Boxes, please) | City                      | State          | Zip           | Age     |

|  |                           |                |               |                 |
|--|---------------------------|----------------|---------------|-----------------|
| <b>Contingent Beneficiary</b>          | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | Numerical Rank* |
| Street Address (No P.O. Boxes, please) | City                      | State          | Zip           | Age             |
| <b>Contingent Beneficiary</b>          | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | Numerical Rank* |
| Street Address (No P.O. Boxes, please) | City                      | State          | Zip           | Age             |
| <b>Contingent Beneficiary</b>          | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | Numerical Rank* |
| Street Address (No P.O. Boxes, please) | City                      | State          | Zip           | Age             |

\* For contingent beneficiaries only



EB-01518001080101

**C. SUBSEQUENT BENEFICIARY - UPON PRIMARY OR CONTINGENT BENEFICIARY'S DEATH**

If the owner dies and the Primary or Contingent Beneficiary commences distributions under the contract, then upon the death of such Primary or Contingent Beneficiary, as applicable, the owner hereby designates the following as the Subsequent Beneficiary to receive the percentage of the death benefit under the contract as shown below (totalling 100%). If any Subsequent Beneficiary predeceases such Primary or Contingent Beneficiary, his or her share is to be divided among the Subsequent Beneficiaries who survive the owner in the relative proportions assigned to each such surviving Contingent Beneficiary. The owner's Primary or Contingent Beneficiary may change this Subsequent Beneficiary designation following the owner's death.

|                        |              |               |                        |         |
|------------------------|--------------|---------------|------------------------|---------|
| Subsequent Beneficiary | Relationship | Date of Birth | Social Security Number | % Share |
| Street Address         |              | City          | State                  | Zip     |
| Subsequent Beneficiary | Relationship | Date of Birth | Social Security Number | % Share |
| Street Address         |              | City          | State                  | Zip     |
| Subsequent Beneficiary | Relationship | Date of Birth | Social Security Number | % Share |
| Street Address         |              | City          | State                  | Zip     |
| Subsequent Beneficiary | Relationship | Date of Birth | Social Security Number | % Share |
| Street Address         |              | City          | State                  | Zip     |

**D. SPOUSAL CONSENT - IF APPLICABLE**

If the owner is married and designates a primary beneficiary other than his or her spouse, the spouse may be required to consent to the designation as indicated below in accordance with applicable state law. It is the owner's responsibility to determine whether this section satisfies all applicable state law requirements.

***I am the spouse of the above-named contractowner. I have read the beneficiary designation above and understand that I may have a property interest in the assets subject to the designation. I hereby consent to the beneficiary designation and acknowledge that this designation may result in adverse consequences to me.***

|       |                     |
|-------|---------------------|
| _____ | _____               |
| Date  | Signature of Spouse |
|       | _____               |
|       | Witness             |

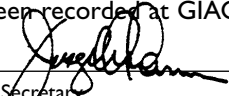
**E. SIGNATURES** (GIAC Customer Service Office is Authorized to Make Clarifying Statements.)

I hereby make the foregoing beneficiary designations and revoke any previous beneficiary designations. I understand that this beneficiary designation may have important tax or estate planning effects. I hereby elect to have my minimum distribution required by the tax code calculated using the method that produces the smallest amount based on the law applicable at the time each calculation is required.

The General Provisions printed or written by GIAC on the following page are part of this request. I have reviewed and understand the General Provisions.

|       |                            |
|-------|----------------------------|
| _____ | _____                      |
| Date  | Contract Owner's Signature |
|       | _____                      |
|       | Witness                    |

This is to certify that this notice of beneficiary change has been recorded at GIAC's Customer Service Office.

|                  |  |
|------------------|--|
| _____            |  |
| Change Registrar | Secretary  |



**E. SIGNATURES** (Continued)

**Signature of Original Beneficiary (If this is an Inherited IRA and the Original Beneficiary makes a change to the Subsequent Beneficiary)**

I hereby make the foregoing beneficiary designations and revoke any previous beneficiary designations. I understand that this beneficiary designation may have important tax or estate planning effects.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Original Beneficiary

\_\_\_\_\_  
Witness

This is to certify that this notice of beneficiary change has been recorded at GIAC's Customer Service Office.

\_\_\_\_\_  
Change Registrar

  
\_\_\_\_\_  
Secretary

**GENERAL PROVISIONS**

1. A request for change in beneficiary must be sent by you as owner to GIAC's Customer Service Office in a written format satisfactory to GIAC. Such change must be submitted to GIAC during the annuitant's lifetime. Unless GIAC deems otherwise, such change will take effect when recorded in the GIAC Customer Service Office using the date you signed the request. The change will not apply to any payments made or actions taken by GIAC before the request is received.
2. If you want a distribution of the death benefit proceeds that is not provided for by the terms of your contract, you must give us specific and detailed instructions. **Writing 'per stirpes' on this form will not be sufficient to satisfy our requirements and we will pay the death benefit as if there was no beneficiary designation.**

**Concurrent Beneficiaries**

If you choose to name more than one beneficiary and do not number them, GIAC considers them to be concurrent beneficiaries. The death benefit will be paid to the living concurrent beneficiaries. Shares are equal unless otherwise specified in Section B. If the shares are equal, the share of a concurrent beneficiary who predeceases both the owner and the annuitant will be shared equally by the surviving concurrent beneficiaries. If you specify unequal shares and a concurrent beneficiary predeceases both the owner and the annuitant, the beneficiary of that share will be the owner or the owner's estate.

**Contingent Beneficiaries**

You may number those beneficiaries in Section B to name contingent beneficiaries. If you number the beneficiaries, the beneficiaries of the entire death benefit will be the living person(s) designated by the lowest number.

**No Living Beneficiary(ies)**

Unless otherwise provided, if no named beneficiary is living on the date required by the terms of the contract, the owner (or last surviving joint owner) is the beneficiary.

If the owner(s) dies, the beneficiary(ies) becomes the owner. However, there are certain requirements for distribution of the interest in the entire contract after the death of the owner. These requirements are more fully explained in the contract.

3. The right to change the beneficiary is reserved to the owner or, in the case of an Inherited IRA, the owner's Primary or Contingent Beneficiary may change the Subsequent Beneficiary designation following the owner's death.
4. If a trustee is designated as a beneficiary and the trust is not in force at the annuitant's death, the proceeds will be paid as though a natural beneficiary had died before the annuitant. GIAC will not be responsible for the application, disposition or use of any payments to or action taken by a trustee and will be fully discharged in making any such payment and relying on any such action.
5. GIAC may, if it deems necessary, request and rely upon an affidavit by any beneficiary, or upon other written evidence deemed satisfactory to it, relating to the name, marriage, death, date of birth, address, signature and any other facts concerning any owner, annuitant or beneficiary and is released from all liability and responsibility in relying and acting thereon. If this notice is not satisfactory, the right is reserved to GIAC to declare it of no binding effect.
6. GIAC will not be responsible for any tax consequences arising from the change in beneficiary.



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