



**VIATICAL SETTLEMENT APPLICATION**

**A. PERSONAL INFORMATION Insured (PLEASE PRINT OR TYPE)**

Insured's Name	Date of Birth	Social Security Number	Sex (male/female)
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2 <sup>nd</sup> Insured's Name	Date of Birth	Social Security Number	Sex (male/female)
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Address	Phone Number
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City	State	Zip Code
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**B. MEDICAL INFORMATION**

Insured Medical History \_\_\_\_\_

2<sup>nd</sup> Insured Medical History \_\_\_\_\_

Primary Physician	Telephone Number
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Specialist	Telephone Number
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**C. PERSONAL INFORMATION POLICY OWNER/VIATOR –If other than insured**

Policy Owner/Viator Name	Date of Birth	Social Security/Tax ID Number
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Policy Owner/Viator Name	Date of Birth	Social Security/Tax ID Number
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Address	Phone Number
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City	State	Zip Code
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Marital Status:  Single/Never Married  Married  Divorced  Separated  Widow/Widower

If Married Spouse's Name \_\_\_\_\_

Is the policy owner/viator a defendant in any suits or legal actions? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the policy owner/viator ever declared bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_

Drivers license # \_\_\_\_\_ State of Issue \_\_\_\_\_



**Complete if Policy owner/Viator is a Trust, Corporation, Partnership, LLC or Other Entity**

Trust Situs/ State of Incorporation or Domicile

Name of signatory

Title (Trustee, Corporate Officer, Partner, etc.)

Name of signatory

Title (Trustee, Corporate Officer, Partner, etc.)

**D. LIFE INSURANCE INFORMATION**

Insurance Company

Policy Number

Face Amount

Date of Issue

Policy Type (WL, UL, SUL, Term, etc...) Current Premium

Initial Policy Owner/Viator (at time of Issuance)

Name of current policy owner/viator (If different)

Has policy beneficiary changed since the policy was issued ? \_\_\_ Yes \_\_\_ No

If yes, why?

Name of initial Beneficiary(s)

Relationship(s) to insured

Name of current beneficiary(s) (If different)

Relationship(s) to insured

What was the insured's and policy owner/viator's original purpose for buying the policy?

Before or at the time the policy was issued, did the insured, policy owner/viator or any other party arrange to transfer, sell or assign, directly or indirectly the policy or any benefits to a third party \_\_\_ Yes \_\_\_ No

If yes, describe the arrangement in detail and provide copies of documents relating to the arrangement

Has the insured or policy owner/viator ever assigned the policy or policy benefits to any person or entity? \_\_\_ Yes \_\_\_ No If yes, describe the details of such assignment.



Has the policy or any of the policy premiums been financed by a third party, either through a loan, equity contribution or otherwise? \_\_\_\_ Yes \_\_\_\_ No

If yes, please describe the financing arrangement in detail and provide copies of any document related to that arrangement.

\_\_\_\_\_

If yes, what is name of lender? \_\_\_\_\_ Principal loan amount \_\_\_\_\_

Loan Maturity balance (payoff amount) \_\_\_\_\_ Loan Maturity date \_\_\_\_\_

List all persons or entities (including any trust) who have, or have had, any direct or indirect ownership or other interest in the policy or its proceeds, including the nature of the interest and the relationship of such person entity to the insured. For any entity, please identify all persons that own (or have owned) and , if different, control or manage (or have controlled or managed) that entity. For any trust, include all

\_\_\_\_\_  
 Name nature of the interest date and manner interest was obtained relationship to insured

\_\_\_\_\_  
 Name nature of the interest date and manner interest was obtained relationship to insured

\_\_\_\_\_  
 Name nature of the interest date and manner interest was obtained relationship to insured

\_\_\_\_\_  
 Name nature of the interest date and manner interest was obtained relationship to insured

**For additional policy and/or physician information, please provide a supplementary page.**

**For Agent Use:** If available, please include the following: 1) Current in force Illustration to maturity. 2) Current APS (if not within the last 90 days, please provide physician information in Section B).

**The undersigned represents to Life Insurance Settlements, Inc. that:**

- A. The information contained herein is complete and accurate and may be relied upon by Life Insurance Settlements, Inc., Viatical Settlement Providers and Financing Sources.
- B. The undersigned will immediately notify Life Insurance Settlements, Inc. of any material change in any information contained herein, occurring prior to conclusion of the proposed sale, including but not limited to: cancellation and release of insurance policies, assignment of ownership of policies, change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies.

The proposed sale, cancellation and release of insurance policies, assignment of ownership of policies, or change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies will be solely for the benefit and account of the undersigned, and not for the account or benefit of any other person.



**FRAUD WARNING**

**ANY PERSON WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE OR AN APPLICATION FOR A VIATICAL SETTLEMENT CONTRACT IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.**

**NOTICE TO APPLICANTS**

Neither Life Insurance Settlements, Inc. nor its officers, directors, or principals provide legal, accounting, or financial advice to prospective applicants regarding the advisability or relative merits of selling or conveying their legal rights in existing life insurance policies in exchange for cash payments referred to as living benefits, viatical settlements, intervivos settlements, or other similar terms.

An applicant must determine the relative benefit of any such living benefit settlement after review of the legal and financial implications of such a settlement with the applicant's own attorney, accountant, or other appropriate advisors, only then, should a decision be made to effect such a sale or settlement.

Applicant has a clear & complete understanding of the current or future benefits of the life insurance policy being offered for sale or settlement.

Applicant acknowledges that he/she has freely and voluntarily provided the information requested in this application.

**PLEASE SEND WITH THE COMPLETE APPLICATION FORM, PHOTOCOPIES OF THE FOLLOWING:**

- A. Life Insurance policy to be sold, including the application for insurance
- B. Your Driver's License
- C. Last premium statement from your Life Insurance company(if available)
- D. Social Security Card

_____	_____	_____
<b>Applicant (Owner/Viator's) Full Name</b>	<b>Applicant (Owner/Viator's) Signature</b>	<b>Date</b>
_____	_____	_____
<b>Applicant (Owner/Viator's) Full Name (If more than one owner)</b>	<b>Applicant (Owner/Viator's) Signature (If more than one owner)</b>	<b>Date</b>
_____	_____	_____
<b>Witness' Full Name</b>	<b>Witness Signature</b>	<b>Date</b>
_____	_____	_____
<b>Insured's Full Name</b>	<b>Insured Signature</b>	<b>Date</b>
_____	_____	_____
<b>Insured's Full Name (if more than one)</b>	<b>Insured Signature (if more than one)</b>	<b>Date</b>
_____	_____	_____
<b>Witness' Full Name (Type or Print)</b>	<b>Witness Signature</b>	<b>Date</b>





## **Life Insurance Information Release Form**

Life insurance policy number \_\_\_\_\_ issued by \_\_\_\_\_  
(Insurance Company), is owned by \_\_\_\_\_, and insured the life of  
\_\_\_\_\_.

I authorize the release to Life Insurance Settlements, Inc. (LIS) or its designee, any or all information concerning the above policy.

I authorize LIS to share this information with life settlement providers, brokerage general agents, and other parties, as required. The purpose of this sharing of information is to obtain quotes for life/viatical settlements, and/or life and health insurance policies.

\_\_\_\_\_  
Policy Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Social Security Number/Tax ID #

\_\_\_\_\_  
Policy Owner Signature  
(If more than one owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Social Security Number/Tax ID #



## DISCLOSURE

With each application for a viatical settlement contract, a viatical settlement provider or viatical settlement broker shall provide the viator with at least the following disclosures no later than the time the viatical settlement contract is signed by all parties. The disclosures shall include distribution of a brochure describing the process of viatical settlements. The NAIC form for the brochure shall be used unless another form is developed or approved by the Director. The viatical settlement broker shall provide the following information to the viator:

1. If a viator enters into a viatical settlement contract, then the beneficiaries of the life insurance policy lose the life insurance policy's benefits, equity, and protection. In addition, by entering into this viatical settlement contract, the insured may not qualify for another life insurance policy or may be required to pay substantially higher premiums.
2. That there are possible alternatives to viatical settlement contracts including any accelerated death benefits or policy loans offered under the viator's life insurance policy.
3. That a viatical settlement broker represents exclusively the viator, and not the insurer or the viatical settlement provider, and owes a fiduciary duty to the viator, including a duty to act according to the viator's instructions and in the best interest of the viator.
4. That some or all of the proceeds of the viatical settlement may be taxable under federal income tax and state franchise and income taxes, and assistance should be sought from a professional tax advisor.
5. That proceeds of the viatical settlement may be subject to the claims of creditors.
6. That the receipt of the proceeds of a viatical settlement may adversely affect the viator's eligibility for Medicaid or other government benefits or entitlements, and advice should be obtained from the appropriate government agencies.
7. The viator has the right to rescind a viatical settlement contract before the earlier of thirty (30) calendar days after the date upon which the viatical settlement contract is executed by all parties or fifteen (15) calendar days after the viatical settlement proceeds have been paid to the viator. Rescission, if exercised by the viator, is effective only if both notice of the rescission is given, and the viator repays all proceeds and any premiums, loans and loan interest paid on account of the viatical settlement within the rescission period. If the insured dies during the rescission period, the viatical settlement contract shall be deemed to have been rescinded, subject to repayment by the viator or the viator's estate of all viatical settlement proceeds and any premiums, loans and loan interest paid on account of the viatical settlement within sixty (60) days after the insured's death.
8. That funds will be sent to the viator within three (3) business days after the viatical settlement provider has received the insurer or group administrator's written acknowledgment that ownership of the policy has been transferred and the beneficiary has been designated
9. That entering into a viatical settlement contract may cause other rights or benefits, including conversion rights and waiver of premium benefits that may exist under the policy, to be forfeited by the viator and that assistance should be sought from a financial adviser.
10. The viatical settlement provider company, not the owner, may compensate LIS based on a formula that is a percentage of the face value of the life insurance policy. For example, compensation for a \$100,000 policy could be:  $8\% \times \$100,000$  (face value) = \$8,000.00.



## **DISCLOSURE, Page 2**

11. All medical, financial or personal information solicited or obtained by a viatical settlement provider or viatical settlement broker about an insured, including the insured's identity or the identity of the insured's family members, the insured's spouse or the insured's significant other, may be disclosed as necessary to effect the viatical settlement between the viator and the viatical settlement provider. If you are asked to provide this information, you will be asked to consent to the disclosure. The information may be provided to someone who buys the policy or provides funds for the purchase. You may be asked to renew your permission to share information every two (2) years.
12. That following execution of a viatical contract, the insured may be contacted for the purpose of determining the insured's health status and to confirm the insured's residential or business street address and telephone number, or for other purposes permitted by law. This contact shall be limited to once every three (3) months if the insured has a life expectancy of more than one year, and no more than once per month if the insured has a life expectancy of one year or less. All such contacts shall be made only by a viatical settlement provider licensed in the state in which the viator resided at the time of the viatical settlement and contract, or by the authorized representative of a duly licensed viatical settlement provider.
13. If the policy to be viaticated is group coverage, the insured is advised to check with the manager of the group about whether permission is required to sell the policy or other conditions.
14. Entering into a viatical settlement contract will result in investors having a financial interest in the insured's death.

The viatical settlement broker (LIS) shall provide the viator with at least the following disclosures no later than the date the viatical settlement contract is signed by all parties. The disclosure shall be conspicuously displayed in the viatical settlement contract or in a separate document signed by the owner and provide all of the following information:

- a. The name, business address, and telephone number of the viatical settlement broker;
- b. A full, complete, and accurate description of all offers, counteroffers, acceptances, and rejections relating to the proposed viatical settlement contract;
- c. Any affiliations or contractual arrangements between the viatical settlement broker and any person making an offer in connection with the proposed viatical settlement contracts;
- d. The amount and method of calculating the broker's compensation, which term "compensation" includes anything of value paid or given to a proposed settlement broker in connection with the proposed viatical settlement contract;
- e. If any portion of the viatical settlement broker's compensation is taken from a proposed viatical settlement offer, the broker shall disclose the total amount of the viatical settlement offer and the percentage of the viatical settlement offer comprised by the viatical settlement broker's compensation; and
- f. The name of the legal owner and beneficiary of the insurance policy after the policy is sold pursuant to the viatical settlement contract and whether legal ownership of the policy and beneficiary's right to collect benefits upon the viator's death can be sold.



**DISCLOSURE, Page 3**

The undersigned acknowledges they have read and accept receipt of a copy of this Disclosure form.

\_\_\_\_\_  
**Signature of Insured**                      **Date**

\_\_\_\_\_  
**Signature of Policy Owner (Viator)**   **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**

\_\_\_\_\_  
**Signature of 2<sup>nd</sup> Insured**              **Date**

\_\_\_\_\_  
**Signature of 2<sup>nd</sup> Policy Owner**       **Date**

\_\_\_\_\_  
**Printed Name of 2nd Insured**         **Date**

\_\_\_\_\_  
**Printed Name of 2<sup>nd</sup> Policy Owner**   **Date**

\_\_\_\_\_  
**Signature of Witness**                   **Date**

\_\_\_\_\_  
**Signature of Witness**                   **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**

\_\_\_\_\_  
**Viatical Settlement Broker Representative**   **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**



**BROKER AUTHORIZATION & SERVICES AGREEMENT**

**As one of the major firms in the settlement industry brokering life policies, Life Insurance Settlements, Inc. and its staff of experienced and trained professionals continually strive to set the standards nationwide in the areas of corporate responsibility, professionalism, adherence to compliance and regulatory issues, and the highest ethical treatment of clients and business associates. We represent the best interests of our clients and maximize the sales value of their policy(ies) in the secondary market. As your designated viatical settlement broker, Life Insurance Settlements, Inc. incurs the necessary, required and related costs to facilitate your viatical settlement transaction while providing the following services including but no limited to:**

- Evaluation Form assessment.
- Medical underwriting and insurance verifications.
- Obtaining and forwarding independent third party life expectancy reports.
- Submission to multiple authorized and /or registered viatical settlement providers.
- Best execution negotiation to maximize fair market value of viatical settlement.
- Closing services including contract review and assistance with contingency requirements of viatical settlement providers.

In consideration of the services provided and related costs incurred as described above, I/We authorize Life Insurance Settlements, Inc. to act as my/our broker and to evaluate, underwrite, solicit, generate and secure offers beginning on the date of execution of the Agreement and continuing for 365 days, or one calendar year, whatever is longer after the final offer is obtained/acquired regarding and/or related to the purchase of the following life insurance policy(ies) for the insured(s) \_\_\_\_\_:

Life insurance policy number \_\_\_\_\_ Issued by \_\_\_\_\_  
 Life insurance policy number \_\_\_\_\_ Issued by \_\_\_\_\_  
 Life insurance policy number \_\_\_\_\_ Issued by \_\_\_\_\_

By signing this authorization and agreement, I/we am/are aware:

1. Committing for the period of time described above to Life Insurance Settlements, Inc. and to no other individual or entity, including but not limited to any broker, producer and financial advisor, to evaluate, underwrite, solicit, generate and secure conditional and appropriate offers, as determined by Life Insurance Settlements, Inc. pursuant to its typical business model, methods and practices, for the sale of my/our life insurance policy(ies) as state above.
2. Recognizing the proprietary nature of such appropriate, conditional offers as evaluated, underwritten, solicited, generated and secured by Life Insurance Settlements, Inc. for the period of time as described above and pursuant to this Broker Authorization & services Agreement.

In all respects in connection with the transaction, the Broker, Life Insurance Settlements, Inc. will act exclusively on behalf of the Seller and the Insured, and owes duties to the Seller and the Insured, and has not acted on behalf of, and owes no duties to, the Purchaser or its successors or permitted assigns. The Broker, Life Insurance Settlements, Inc. will use its best efforts, on behalf of the Seller, to obtain the most favorable terms and conditions for the Seller in respect of the sale of the Policy, including, without limitation, the best price for the Policy. Life Insurance Settlements, Inc. issues no guarantee that the life insurance policy will be sold, and is under no obligation to purchase the policy or to ultimately find a viatical settlement provider for the policy(ies) and is not responsible for any breach committed by a viatical settlement provider, if such viatical settlement provider is identified.

Signature of Insured	Printed Name	Date	Signature of Policy Owner/Viator	Printed Name	Date
Signature of Insured (If more than one)	Printed Name	Date	Signature of Policy Owner/Viator (If more than one)	Printed Name	Date
Signature of Authorized Officer of Life Insurance Settlements, Inc.			Date		