



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

Policy Owner/Viator Name \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Trust Situs/ Entity State of Incorporation, Formation or Domicile \_\_\_\_\_ Date Formed \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_ Title (Trustee, Corporate Officer, Partner, etc.) \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_ 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 (at time of Issuance) \_\_\_\_\_

Name of current Policy Owner (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's original purpose for buying the policy? \_\_\_\_\_

Before or at the time the policy was issued, did the insured, policy owner 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 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 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., Life Settlement/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 LIFE SETTLEMENT/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, inter vivos 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.

In executing this application, each insured acknowledges and agrees that, subject to all applicable laws (including privacy laws), Life Insurance Settlements, Inc. shall have the right (regardless of whether or not a settlement transaction is completed) to license, sell and assign all data and information submitted or collected in connection with the potential settlement transaction, as well as all rights under the accompanying Authorization For Disclosure of Protected Health Information authorizing the disclosure of the insured's protected health information, to a third party financial institution, which may use such data or information to: (a) track performance of life expectancy underwriters; and (b) develop and use indices related to actual and anticipated longevity, mortality, life expectancies and/or similar measures of human lives in a manner in which the identity of underlying individuals may not be personally identified.

**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>Signature of Insured</b>	<b>Date</b>	<b>Signature of Policy Owner/Viator/Applicant</b>	<b>Date</b>
<b>Printed Name of Insured</b>	<b>Date</b>	<b>Printed Name Policy Owner/Viator/Applicant</b>	<b>Date</b>
<b>Signature of 2<sup>nd</sup> Insured</b>	<b>Date</b>	<b>Signature of 2<sup>nd</sup> Policy Owner/Viator/Applicant</b>	<b>Date</b>
<b>Printed Name of 2<sup>nd</sup> Insured</b>	<b>Date</b>	<b>Printed Name of 2<sup>nd</sup> Policy Owner/Viator/Applicant</b>	<b>Date</b>
<b>Signature of Witness</b>	<b>Date</b>	<b>Signature of Witness</b>	<b>Date</b>
<b>Printed Name of Witness</b>	<b>Date</b>	<b>Printed Name of Witness</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 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**

The owner of the life insurance policy to be viaticated, the viator, should be aware of the following:

1. 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.
2. 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.
3. That the proceeds of the viatical settlement could be subject to the claims of creditors.
4. That 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.
5. That the viator has the right to rescind a viatical settlement contract for fifteen (15) calendar days after the receipt of the viatical settlement proceeds by the viator, as provided by Virginia law. If the insured dies during the rescission period, the settlement contract shall be deemed to have been rescinded, subject to repayment of all viatical settlement proceeds and any premiums, loans, and loan interest to the viatical settlement provider or viatical settlement purchaser.
6. The viatical settlement provider company, not the viator, 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.
7. That funds will be sent to viator within three (3) business days after the viatical settlement provider has received the insurer's or group administrator's acknowledgment that ownership of the policy or interest in the certificate has been transferred and the beneficiary has been designated.
8. 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 or certificate, to be forfeited by the viator, and that assistance should be sought from a financial adviser.
9. That 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 family members, a spouse, or a 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 years.



10. That the insured may be contacted by either the viatical settlement provider or broker or its authorized representative for the purpose of determining the insured's health status. This contact is 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.

I have received a brochure describing the process of viatical settlements prepared by the National Association of Insurance Commissioners and provided to me as part of the viatical settlement disclosure.

_____ <b>Signature of Insured</b>	_____ <b>Date</b>	_____ <b>Signature of Policy Owner/Viator/Applicant</b>	_____ <b>Date</b>
_____ <b>Printed Name of Insured</b>	_____ <b>Date</b>	_____ <b>Printed Name Policy Owner/Viator/Applicant</b>	_____ <b>Date</b>
_____ <b>Signature of 2<sup>nd</sup> Insured</b>	_____ <b>Date</b>	_____ <b>Signature of 2<sup>nd</sup> Policy Owner/Viator/Applicant</b>	_____ <b>Date</b>
_____ <b>Printed Name of 2<sup>nd</sup> Insured</b>	_____ <b>Date</b>	_____ <b>Printed Name of 2<sup>nd</sup> Policy Owner/Viator/Applicant</b>	_____ <b>Date</b>
_____ <b>Signature of Witness</b>	_____ <b>Date</b>	_____ <b>Signature of Witness</b>	_____ <b>Date</b>
_____ <b>Printed Name of Witness</b>	_____ <b>Date</b>	_____ <b>Printed Name of Witness</b>	_____ <b>Date</b>
_____ <b>LIS Representative Name</b>	_____ <b>Date</b>	_____ <b>Printed Name of LIS Representative</b>	_____ <b>Date</b>



**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 life settlement broker, Life Insurance Settlements, Inc. incurs the necessary, required and related costs to facilitate your life 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 life settlement providers.
- Best execution negotiation to maximize fair market value of life settlement.
- Closing services including contract review and assistance with contingency requirements of life 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 life settlement provider for the policy(ies) and is not responsible for any breach committed by a life settlement provider, if such life settlement provider is identified.

\_\_\_\_\_  
 Signature of Insured                      Printed Name                      Date

\_\_\_\_\_  
 Signature of Policy Owner/Viator   Printed Name                      Date

\_\_\_\_\_  
 Signature of Insured                      Printed Name                      Date  
 (If more than one)

\_\_\_\_\_  
 Signature of Policy Owner/Viator   Printed Name                      Date  
 (If more than one)

\_\_\_\_\_  
 Signature of Authorized Officer of Life Insurance Settlements, Inc.                      Date