



SETTLEMENT APPLICATION

A. PERSONAL INFORMATION (PLEASE PRINT OR TYPE)

Insured's Name	Date of Birth	Social Security Number	Sex (male/female)
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2 nd 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 _____

2nd Insured Medical History _____

Primary Physician	Telephone Number
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Specialist	Telephone Number
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C. PERSONAL INFORMATION OWNER –If other than insured

Owner's Name	Date of Birth	Social Security/Tax ID Number
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2 nd Owner's 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 a defendant in any suits or legal actions? Yes _____ No _____

Has the policy owner ever declared bankruptcy? Yes _____ No _____

Drivers license # _____ State of Issue _____

Complete if Policy owner 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 (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.

LIS.CO1 (b)

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

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insured

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insured

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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., 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.

LIS.CO1(c)

FRAUD WARNING

ANY PERSON WHO KNOWINGLY AND WITH THE INTENT TO DECEIVE PRESENTS FALSE MATERIAL 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 it’s 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

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.

Applicant(Owner’s) Full Name

Applicant (Owner’s) Signature Date

**Applicant(Owner’s) Full Name
(If more than one owner)**

**Applicant(Owner’s) Signature Date
(If more than one owner)**

Witness’ Full Name

Witness Signature Date

Insured’s Full Name

Insured Signature Date

Insured’s Full Name(if more than one Insured)

Insured Signature(if more than one Insured)

Witness’ Full Name (Type or Print)
LIS.CO1(d)

Witness Signature Date



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 Number



DISCLOSURE

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

1. 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. 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 may be sought from a professional tax advisor;
3. Receipt of the viatical settlement proceeds 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.
4. If a policy to be acquired pursuant to a viatical settlement contract has been issued as a joint policy or involves family riders or any coverage of a life other than the insured under the policy to be acquired pursuant to a viatical settlement contract, the viator shall be informed of the possible loss of coverage on the other lives under the policy and advised to consult with his or her insurance producer or the insurer issuing the policy for advice on the proposed viatical settlement contract;
5. That the viator has the right to rescind a viatical settlement contract before the earlier of thirty calendar days after the date upon which the viatical settlement contract is executed by all parties or fifteen calendar days after the receipt of the viatical settlement proceeds by the viator. Rescission, if exercised by the viator, is effective only if both notice of the rescission is given and repayment of all proceeds and any premiums, loans, and loan interest to the viatical settlement provider is made within the rescission period. If the insured dies during the rescission period, the viatical settlement contract shall be deemed to have been rescinded if repayment of all viatical settlement proceeds and any premiums, loans, and loan interest to the viatical settlement provider is made within forty-five days after the end of the rescission period.
6. Proceeds of the viatical settlement may be subject to the claims of creditors.
7. 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.
8. Funds will be sent to the viator within three business days after the viatical settlement provider has received the insurer or group administrator's acknowledgment that ownership of the viaticated policy has been transferred and the beneficiary has been designated.
9. Entering into the 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 the viator may seek assistance from an independent financial advisors.

CO- Disclosure (a)

10. The insured may be contacted by either the viatical settlement provider or its authorized representative for the purpose of determining the insured's health status. This contact is limited to once every three months if the insured has a life expectancy of more than one year, no more than once each month if the insured has a life expectancy of one year or less.
11. All medical, financial or personal information solicited or obtained by a viatical settlement provider or life insurance producer 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.

12. I acknowledge that I have received a brochure developed and authorized by the commissioner describing the process of viatical settlements.

Signature of Insured **Date**

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

Printed Name **Date**

Printed Name **Date**

Signature of 2nd Insured **Date**

Signature of 2nd Policy Owner **Date**

Printed Name of 2nd Insured **Date**

Printed Name of 2nd Policy Owner **Date**

Signature of Witness **Date**

Signature of Witness **Date**

Printed Name **Date**

Printed Name **Date**

Life Insurance Producer **Date**

Printed Name **Date**



A. Producer 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 insurance producer for life settlements, 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 producer 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. You have the right to rescind this agreement after 30 days provided written notice is given to Life Insurance Settlements, Inc. of your desire to rescind signed by parties below.
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 Producer Authorization & services Agreement.

In all respects in connection with the transaction, the Producer, 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 Producer, 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.

LIS.CO-POR (a)

Signatures on following page

Signature of Insured Date Printed Name

Signature of Policy Owner Date Printed Name
(If other than insured)

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

Signature of Policy Owner Date Printed Name
(If more than one)

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

LIS.CO-POR (b)

Producer Commission Disclosure Statement

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% x \$100, 000 (face value) = \$8,000. This commission may be shared with other licensed producers.

This Producer Commission Disclosure Statement is acknowledged and agreed to.

Signature of Insured Date

Signature of Policy Owner (Viator) Date

Printed Name Date

Printed Name Date

Signature of 2nd Insured Date

Signature of 2nd Policy Owner Date

Printed Name of 2nd Insured Date

Printed Name of 2nd Policy Owner Date

Signature of Witness Date

Signature of Witness Date

Printed Name Date

Printed Name Date

Life Insurance Producer Date

Printed Name Date