

# POLICY EVALUATION FORM A. PERSONAL INFORMATION (PLEASE PRINT OR TYPE)

Insured's Name	Date of Birth	Social S	ecurity Number	Sex(male/female
Insured's Name	Date of Birth	Social S	ecurity Number	Sex (male/female)
Address				Phone Number
City		State		Zip Code
Marital Status: Sin	gle/Never Married	Married	Widowed	Divorced
If married, spouses na	ame			
B. MEDICAL	INFORMATION			
Insured Medical Histo	ory			
2 <sup>nd</sup> Insured Medical F	History			
Primary Physician			Telepho	one Number
Specialist			Telepho	one Number
For additional polic	y and/or physician in	formation, please	provide a supple	ementary page.
C. LIFE INSURA	NCE INFORMATIO	)N		
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 curre	ent policy owner (If
Has policy beneficiar	y changed since the p	olicy was issued	YesNo	
Name of initial Benef	ficiary(s)		Relationship(s)	
LIS CT 1 (A)				

Name of curr	rent beneficiary(s) (If differen	t) Relationship(s)	
What was the	e insured's and policy owner'	s original purpose for buying the policy	?
		I, did the insured, policy owner or any o by the policy or any benefits to a third pa	
If yes, descri	be the arrangement in detail a	and provide copies of documents relating	g to the arrangement
Are there any YesYes _		(Specifically Accidental Death or Doub	le Indemnity)?
	red or policy owner ever assigNo If yes, describe the de	aned the policy or policy benefits to any tails of such assignment.	person or entity?
contribution	or otherwise?Yese describe the financing arrang	ms been financed by a third party, eithe No gement in detail and provide copies of a	
If yes, what i	is name of lender?	Principal loan as	mount
Loan Maturi	ty balance (payoff amount) _	Loan Maturity d	late
other interest person entity	t in the policy or its proceeds, to the insured. For any entity	rust) who have, or have had, any direct including the nature of the interest and r, please identify all persons that own (o rolled or managed) that entity. For any to	the relationship of such r have owned) and, if
Name insured	nature of the interest	date and manner interest was obtaine	d relationship to
Name insured	nature of the interest	date and manner interest was obtaine	d relationship to
Name insured	nature of the interest	date and manner interest was obtaine	d relationship to

**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 C). LIS.CT 1 (B)

## C. **PERSONAL INFORMATION OWNER** –If other than insured

Owner's Name	Date of Birth	Social Security/Tax ID Number	
2 <sup>nd</sup> Owner's Name	Date of Birth	Social Security/Tax ID Number	
Address		Phone Number	
City	State	Zip Code	
Marital Status:Single/Never	r MarriedMarried Divorced	SeparatedWidow/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 decl	ared 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 Incorporate	ion or Domicile		
Name of signatory	Title (Trustee, Corporate Officer, Partner, etc.)		
Name of signatory	Title (Trustee, Corporate Office	er, Partner, etc.)	

LIS.CT 1 (C)



### 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 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 A LIFE 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, life 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. The commissioner shall require delivery of a buyer's guide or a similar consumer advisory package in the form prescribed by the commissioner to owners during the solicitation process;

Life Insurance Settlements, Inc. as a broker represents the owner exclusively, and not the insurer, the provider or any other person, and owes a fiduciary duty to the owner, including a duty to act according to the owner's instructions and in the best interest of the owner;

## 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

LIS CT 2

Owner's Full Name (Type or Print)	Owner's Signature	Date	
Owner's Full Name (If more than one owner)	Owner's Signature (If more than one owner)	Date	
Witness' Full Name (Type or Print)	Witness Signature	Date	
Insured's Full Name (Type or Print)	Insured Signature	Date	
Insured's Full Name (Type or Print) (if more than one Insured)	Insured Signature (if more than one Insured)	Date	
Witness' Full Name (Type or Print)	Witness Signature		 Date
LIS.CT2 (B)			



### AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

I, the undersigned, authorize disclosure of my protected health information as defined under the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("PHI") as follows:

- 1. Classes of Persons Authorized to Disclose My Protected Health Information: I authorize each doctor, hospital, nurse, pharmacy, physician, physician practice group, and any other type of health care provider (each, an "HCP") having any PHI about me to disclose any and all of my PHI as provided under this authorization. I authorize each Authorized HCP to rely upon a photostatic or facsimile copy or other reproduction of this authorization.
- 2.<u>Classes of Persons Authorized to Receive My Protected Health Information</u>: I authorize each Authorized HCP to disclose my PHI under this authorization to Life Insurance Settlements, Inc. and any of its affiliates and any of their directors, officers, employees, agents, independent contractors, consultants, medical underwriters, lenders, financing entities, stop-loss reinsurers, service providers or other representatives (each, an "Authorized Recipient").
- 3. Protected Health Information Authorized for Disclosure and Purpose of Disclosure: This authorization shall apply to any and all of my health and medical data, information and records, whether or not personally or individually identifiable or protected under any federal or state confidentiality or privacy laws or regulations. This authorization and all disclosures of my PHI made under this authorization are for purposes of allowing the Authorized Recipient (1) to analyze, assess, evaluate or underwrite my health or medical condition, or life expectancy, in connection with the possible sale of any life insurance policy, or certificate of life insurance, under which my life is insured to the Authorized Recipient and (2) to monitor, track or verify my health or medical status and condition in connection with any life insurance policy under which my life is insured, including any conversions thereof or replacements therefore, that Life Insurance Settlements, Inc. brokers.
- 4. Expiration: This authorization shall remain valid until, and shall expire, one year after the date of my death.
- 5.Right to Revoke Authorization: I acknowledge and understand that I may revoke this authorization any time with respect to any Authorized HCP by notifying such Authorized HCP in writing of my revocation of this authorization and delivering my revocation by mail or personal delivery at such address designated to me by such Authorized HCP; provided, that, any revocation of this authorization shall not apply to the extent that the Authorized HCP has taken action in reliance upon this authorization prior to receiving written notice of my revocation.

6.Inability to Condition Treatment, Payment, Enrollment or Eligibility for Benefits on Provision of Authorization. No HCP or other covered entity may condition my treatment, payment, enrollment or eligibility for benefits on whether I sign this authorization.

I understand that this authorization is not a consent or an authorization requested by a health care provider, health care clearinghouse or health plan covered by the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy Regulations"). I further understand that, as a result of this authorization, there is the potential for my PHI that is disclosed by any Authorized HCP to an Authorized Recipient to be subject to redisclosure by the Authorized Recipient and my PHI that is disclosed to such Authorized Recipient may no longer be protected by the HIPAA Privacy Regulations.

I certify that I am executing and delivering this authorization freely and unilaterally and that all information contained in this authorization is true and correct. I further certify that this authorization is written in plain language and that I have received and retained a copy of this signed authorization for future reference.

Signature of Individual	Date	Signature of Personal Representative of Individual Dat
		Description of Personal Representative's Authority:
Print or Type Name of Individual	Date	
LIC CT2		(Power of Attorney, Guardian ad Litem or similar status)

LIS.CT3



## **Life Insurance Information Release Form**

Life insurance policy number	issued by, and insured the li			
(Insurance Company), is owned by		nd insured the life of		
I authorize the release to Life Insurance Set concerning the above policy.	tlements, Inc. (LIS) or its designed	e, any or all information		
I authorize LIS to share this information with parties, as required. The purpose of this sharin or life and health insurance policies.	•	-		
Owner's Full Name (Type or Print)	Owner's Signature	 Date		
Tax I.D #				
Owner's Full Name (If more than one owner)	Owner's Signature (If more than one owner)	Date		
Tax I.D. #				

LIS.CT4



### **DISCLOSURE**

The owner of the life insurance policy, as well as each person insured by the life insurance policy (an insured), should be aware of the following: A broker shall provide the owner and the provider with at least the following disclosures no later than the date the life settlement contract is singed by all parties. If there are any disclosures required that are not provided by Life Insurance Settlements, Inc. as the broker they will be provided by the provider at or before the time the contracts is signed by all parties per Connecticut General Statutes §38a-465 et.seq.as revised by Public Act 08-175, and corresponding regulations requiring specific language and documents be part of a life settlement.

- 1. That there are possible alternatives to life settlement contracts including but not limited to, accelerated death benefits offered by the issuer of the life insurance policy.
- 2. That some or all of the proceeds of a life settlement contract may be taxable, and assistance should be sought from a professional tax advisor.
- 3. That receipt of the life settlement contract proceeds may adversely affect the recipient's eligibility for public assistance or other government benefits or entitlements, and advice should be obtained from the appropriate agencies;
- 4. That the owner has the right to rescind a life settlement contract for fifteen calendar days after date such contract is executed by all parties and the owner has received the disclosures specified herein. Such rescission exercised by the owner shall be effective only if both notice of rescission is given to the provider and the owner repays all proceeds and any premiums, loans and loan interest paid by the provider within the rescission period. If the insured dies during the rescission period, the settlement contract shall be deemed to have been rescinded, subject to repayment by the owner or the owner's estate of proceeds and any premiums, loans and loan interest to the provider;
- 5. That proceeds from the life settlement contract may be subject to the claims of creditors;
- 6. That proceeds will be sent to the owner within three business days after the provider has received the insurer or group administrator's acknowledgment that ownership of the policy or interest in the certificate has been transferred and the beneficiary has been designated in accordance with the terms of the life settlement contract;
- 7. The 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% x \$100,000 (face value) = \$8,000.00. A complete reconciliation of the gross offer or bid by the provider to the net amount of proceeds or value to be received by the owner. For the purpose of this section, "gross offer" or bid means the total amount of value offered by the provider for the purchase of one or more life insurance policies, inclusive of commissions and fees; and the failure to provide the disclosures or rights described in this section shall be deemed an unfair trade practice in violation of chapter 735a

- 8. That entering into a life 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 owner and assistance should be sought from a financial advisor;
- 9. That change of ownership could limit the insured's ability to purchase future insurance on the insured's life because there is a limit to how much coverage insurers will issue on ones life.
- 10. That the insured may be contacted by either the provider or broker or its authorized representative for the purpose of determining the insured's health status or to verify the insured's address. This contact is limited to once every three 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;
- 11. All medical, financial or personal information solicited or obtained by a provider or 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 life settlement contract between the owner and the 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. The date by which the funds will be available to the owner and the transmitter of the funds;
- 13. That the commissioner shall require delivery of a buyer's guide or a similar consumer advisory package in the form prescribed by the commissioner to owners during the solicitation process;
- 14. That the commissioner shall require providers and brokers to print separate, signed fraud warnings on their applications and on their life settlement contracts as follows: "Any person who knowingly presents false information in an application for insurance or life settlement contract is guilty of a crime and may be subject to fines and confinement in prison.";
- 15. The affiliation, if any, between the provider and the issuer of the insurance policy to be settled:
- 16. That a broker represents the owner exclusively, and not the insurer, the provider or any other person, and owes a fiduciary duty to the owner, including a duty to act according to the owner's instructions and in the best interest of the owner;
- 17. The name, address and telephone number of the provider;
- The name, business address and telephone number of the independent third-party escrow agent, and the fact that the owner may inspect or receive copies of the relevant escrow or trust agreements or documents;

19. The life settlement broker (LIS) shall provide the owner and the provider the name, business address, and telephone number of the broker; a full, complete, and accurate description of all offers, counter-offers, acceptances, and rejections relating to the proposed life settlement contract and any affiliations or contractual arrangements between the broker and any person making an offer in connection with the proposed life settlement. The name of the broker who receives compensation and the amount of compensation received by said broker, which compensation includes anything of value paid or given to the broker in connection with the life settlement contract and failure to provide the disclosures or rights described in the section shall be deemed an unfair practice in violation of section 38a-815.

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

Signature of Insured	Date	Signature of Policy Owner (Viator)	Date
Printed Name	Date	Printed Name	Date
Signature of Witness	Date	Signature of Witness	Date
Printed Name	Date	Printed Name	Date
LIS 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 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	
Life insurance policy number	issued by

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

- 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	Date	Printed Name	Signature of Policy Owner Date Printed Name (If other than insured)
Signature of Insured (If more than one)	Date	Printed Name	Signature of Policy Owner Date Printed Name (If more than one)
Signature of Authorized C	Officer of L	ife Insurance Settlemen	ts, Inc. Date