

## SETTLEMENT APPLICATION

# A. PERSONAL INFORMATION INSURED (PLEASE PRINT OR TYPE)

Insured's Name	Date of Birth	Social Secu	rity Number	Sex (male/female)
2 <sup>nd</sup> Insured's Name	Date of Birth	Social Secu	rity Number	Sex (male/female)
Address			]	Phone Number
City	S	tate		Zip Code
B. MEDICAL I	INFORMATION			
Insured Medical Histo	ry			
2 <sup>nd</sup> Insured Medical H	istory			
Primary Physician			Telephon	e Number
	al physician information	-	a supplementa	
Seller's Name	Г	Pate of Birth	Social Se	curity/Tax ID Number
2 <sup>nd</sup> Seller's Name	Date of Bi	rth So	cial Security/Ta	x ID Number
Address			]	Phone Number
City	S	tate		Zip Code
	gle/Never MarriedM ame		Separated	Widow/Widower
Is the policy owner a c	amelefendant in any suits or	legal actions?	Yes	No
	ever declared bankruptc se #			No

# 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 Relationship(s) to insured Name of current beneficiary(s) (If different) 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.

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

	cy or any of the policy premiue?YesNo	ums been financed by a third party, either thr	ough a loan, equity contribution
If yes, pleas arrangemen		gement in detail and <b>provide copies</b> of any o	locument related to that
If yes, what	is name of lender?	Principal loan amou	nt
Loan Matur	ity balance (payoff amount) _	Loan Maturity date	
interest in the insured.	ne policy or its proceeds, inclu	trust) who have, or have had, any direct or inding the nature of the interest and the relation all persons that own (or have owned) and, y. For any trust, include all	nship of such person entity to
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 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 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, viatical/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.

# 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

Applicant(Owner's) Full Name	Applicant (Owner's) Signature Date
Applicant(Owner's) Full Name (If more than one owner)	Applicant(Owner's) Signature (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)	Witness Signature Date
LIS.GA 1(d)	



### **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 photo static 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 the HIPAA Privacy Regulations may no longer protect my PHI that is disclosed to such Authorized Recipient.

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 Date
		Description of Personal Representative's Authority:
Print or Type Name of Individual	Date	
T T C C A A		(Power of Attorney, Guardian ad Litem or similar status)

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# **Life Insurance Information Release Form**

Life insurance po	olicy number			issued by					_ (Insur	ance
Company), is	s owned	by			,	and	insured	the	life	of
I authorize the reabove policy.	elease to Life	Insurance	e Settlements	, Inc. (LIS) or its o	lesigne	e, any o	r all informa	ation co	ncerning	g the
	rpose of this			ttlement providers, n is to obtain quot						
Policy Owner Sig	gnature			Date			_			
Type or Print Na	me			Social Se	ecurity	Number	/Tax ID#			
Policy Owner Sig (If more than one	-			Date			_			
Type or Print Na	me			Social Se	curity	Number	/Tax ID Nu	_ mber		



### **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 life settlement contracts, including, but not limited to, accelerated benefits offered by the issuer of the life insurance policy;
- 2. That some or all of the proceeds of the life settlement contract may be taxable and assistance should be sought from a professional tax adviser;
- 3. That proceeds of the life settlement may be subject to the claims of creditors;
- 4. That receipt of proceeds of a life settlement contract may adversely affect the recipient's eligibility for public assistance or other government benefits or entitlements, and that advice should be obtained from the appropriate agencies;
- 5. The owner has a right to terminate a life settlement contract within 15 days of the date it is executed by all parties and the owner has received the disclosures contained in this Code section. Rescission, if exercised by the seller, is effective only if both notice of the rescission is given and the owner repays all proceeds and any premiums, loans, and loan interest paid on the account of the provider within the rescission period. If the insured dies during the rescission period, the contract is deemed to have been rescinded, subject to repayment by the owner or the owner's estate of all proceeds and any premiums, loans, and loan interest too the provider;
- 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. 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, to be forfeited by the owner and that assistance should be sought from a professional financial adviser;
- 8. That the Commissioner shall require providers and life settlement 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.";
- 9. The life settlement broker represents exclusively the owner, and not the insurer or 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. There is no affiliation, between the provider and the issuer of the insurance policy to be settled. Life settlement contract documents shall include the name, address, and telephone number of the provider. It shall also include 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 agreement or documents; and

The life settlement provider company, not the seller, 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% of \$100,000 (face value) = \$8,000.

GA –Disclosure (a)

- 10. That all medical, financial, or personal information solicited or obtained by a provider or a life settlement broker about an insured, including the insured's identity or the identity of family members, a spouse, or significant other, may be disclosed as necessary to effect the life settlement contract between the owner and the life 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;
- 11. That the insured may be contacted by either the provider, life settlement broker or its authorized representative for the purpose of determining the insured's healthy 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 each month if the insured has a life expectancy of one year or less.
- 12. That a change of ownership could in the future 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 one life.
- 13. The failure to provide the disclosures or rights described in this Code section shall be deemed an unfair trade practice pursuant to Code Section 33-59-17.

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.

I have received a brochure, which describes the process of life settlements in the form prescribed by the National Association of Insurance Commissioners and provided as part of the life settlement disclosure.

Signature of Insured Date		Signature of Policy Owner/Seller	Date	
Printed Name of Insured	Date	Printed Name Policy Owner/Seller	Date	
Signature of 2 <sup>nd</sup> Insured	Date	Signature of 2 <sup>nd</sup> Policy Owner/Seller	Date	
Printed Name of 2nd Insured	Date	Printed Name of 2 <sup>nd</sup> Policy Owner/Seller	Date	
Signature of Witness	Date	Signature of Witness		Date
Printed Name of Witness	Date	Printed Name of Witness		Date
LIS Representative Name	Date	Printed Name of LIS Representative		Date



Policy Owner: Insured: Policy Number: Insurance Carrier:	
Per life settlement act, a life settlement broker shall provide the owner and the provider w following disclosures no later than the date the life settlement contract is signed by all par disclosures shall be conspicuously displayed in the life settlement contract or in a separate signed by the owner and provide the following information:	rties. The
<ol> <li>The name, business address, and telephone number of the life settlement broker;         Life Insurance Settlements, Inc.         1500 West Cypress Creek Road         Ste 408         Fort Lauderdale, FL 33309     </li> </ol>	
(2) A full, complete, and accurate description of all the offers, counter-offers, accepta rejections relating to the proposed life settlement contract;	nnces, and
(3) A written disclosure at the inception of the brokerage arrangement of any affiliation contractual arrangements between the life settlement broker and any person making connection with the proposed life settlement contracts;  [] None [] As follows:	
(4) The name of each life settlement broker who receives compensation and the amou compensation received by that life settlement broker, which compensation include of value paid or given to the life settlement broker in connection with the life settlement;	es any thing
Life Insurance Settlements, Inc. shall receive of which, shall and .	all be paid to

(5) 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 paragraph, "gross offer or bid" means the total amount or value offered by the provider for the purchase of one or mo life insurance policies, inclusive of commissions and fees.							
The gross offer for this life settlement contracts is	, and the seller is to receive						
Signature of Policy Owner/Seller Printed Name	Date						
Signature of Policy Owner/Seller Printed Name (if more than one)	Date						
Signature of Authorized Officer of Life Insurance Settlements, Inc.	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.

Life insurance policy number Issued by

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

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