

## **SETTLEMENT APPLICATION**

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

Name of Insured:	Male Female
Date of Birth:	SSN:
Address:	
	ate: Zip:
Telephone Number:	Email Address:
Marital Status: Single/Never Married Married	d Divorced Separated Widow/Widower
If Married, Name of Spouse:	Dependent Children?
Complete for Second Insured, if applicable.	
Is the Second Insured deceased?  Yes	lo
Name of Insured:	Male Female
Date of Birth:	SSN:
Address:	
City: Sta	ate: Zip:
Telephone Number:	Email Address:
Marital Status: Single/Never Married Married Married	d Divorced Separated Widow/Widower
If Married, Name of Spouse:	Dependent Children?  Yes No
B. MEDICAL INFORMATION	
Medical History of Insured:	
Primary Physician:	Telephone number:
Specialist:	Telephone number:
Complete for Second Insured, if applicable.	
Medical History of Insured:	
Primary Physician:	Telephone number:
Specialist:	Telephone number:

LIS.VSU1 (a) Owner Initials Owner Initials

For additional medical or physician information, please provide a supplementary page.

# C. <u>LIFE INSURANCE INFORMATION</u>

Insurance Company:		_ Policy Nun	nber:
Face Amount:	Date	of Issue:	
Policy Type: Term UL WL	SUL S	WL 🗌 VI	JL
Annual Premium Amount:	Prem	ium Due Date	e:
Last Premium Paid Date:	Amo	unt Paid:	
D. PERSONAL INFORMATION – POLICY	OWNER (Viator)	Is the Insured	also the Policy Owner?    Yes    No
Complete if Policy Owner is an individual	other than the In	sured.	
Name of Policy Owner:			
Relationship to Insured:			
Date of Birth:	SSN	·	
Address:			
City:	State:		Zip:
Telephone Number:	Email Add	lress:	
Driver's License Number:		Sta	te of Issue:
Marital Status: Single/Never Married	] Married Div	orced Se	parated Widow/Widower
If Married, Name of Spouse:			
Is the policy owner a defendant in any suits	or legal actions?	Yes	☐ No
Has the policy owner ever declared bankrup	tcy?	Yes	□No
Complete if Policy Owner is Trust, Corpo	<u>ration, Partnershi</u>	p, or Other E	Entity.
Name of Policy Owner:			
Name of Authorized Representative and Title	e:		
Tax ID Number:	Stat	e of Formation	on:
Address:			
City:	State:		Zip:
Telephone Number:	Email Add	lress:	
Is the policy owner a defendant in any suits	or legal actions?	Yes	□No
Has the policy owner ever declared bankrup	tcy?	Yes	□No

LIS.VSU1(b) Owner Initials Owner Initials

# Please complete the following questions.

1.	Has the Policy Owner changed since the policy was issued?
2.	Name of current Beneficiary:
3.	Has Beneficiary changed since the policy was issued?  If yes, please list name of initial Beneficiary:  Relationship to Insured:
4.	What was the Insured's and Policy Owner's original purpose for buying the policy? Explanations such as "estate planning" should be expanded upon.
5.	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.
6.	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.
7.	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.
	Name of Lender:
	Principal loan amount:
	Loan Maturity balance (payoff amount): Loan Maturity date:

LIS.VSU1 (c) Owner Initials Owner Initials

### 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 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 and 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. Copy of Life Insurance Policy to be sold, including the application for insurance
- B. Copy of Insured and Policy Owner Picture ID
- C. Copy of Social Security Card
- D. Last Premium Statement from your life insurance company (if available)

Signature page to follow.

LIS.VSU1 (d) Owner Initials Owner Initials

The undersigned acknowledges they have read and fully understand this viatical settlement application.

LIFE INSURANCE POLICY OWNER	LIFE INSURANCE POLICY OWNER
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:
WITNESS	<u>WITNESS</u>
Signature:	Signature:
Printed Name:	
Date:	
INSURED (if other than the policy owner)	INSURED (if other than the policy owner)
Signature:	Signature:
Printed Name:	Printed Name:
Date:	
WITNESS	<u>WITNESS</u>
Signature:	Signature:
Printed Name:	Printed Name:
Date:	

This signature page may be duplicated if there are more than two (2) policy owners.

LIS.VSU1 (e) Owner Initials Owner Initials

# AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION



Month Day Y Telephone Number	
ny individually identi or verbal form.	ifiable health information, which may
Release	ed To:
1	fe Insurance Settlements, Inc. 180 SW 36 <sup>th</sup> Avenue, Suite 201 ompano Beach, FL 33069
	elephone 1-866-326-5433
of Individual). auf	thorize disclosure of my protected
of Individual), mulgated purs	

- 1. <u>Classes of Persons Authorized to Disclose My Protected Health Information</u>: 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 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. <u>Protected Health Information Authorized for Disclosure</u>: 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 information may include information concerning communicable diseases such as Human Immunodeficiency Virus ("HIV") and Acquired Immune Deficiency Syndrome ("AIDS"), mental illness (except for psychotherapy notes), chemical or alcohol dependency, laboratory test results, medical history, treatment, billing, insurance or any other such related information.
- 4. <u>Purpose of Disclosure</u>: 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.

## AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION, Page 2

5. <u>Expiration</u> : This authorization to disclose personal heamonths following the date of signature. If authorization sh than twenty-four (24), please specify the expiration date: _	all remain valid for a specific length of time that is less
6. <u>Right to Revoke Authorization</u> : I acknowledge and unwith respect to any Authorized HCP by notifying such authorization and delivering my revocation by mail or personauthorized HCP; provided, that, any revocation of this Authorized HCP has taken action in reliance upon this revocation.	Authorized HCP in writing of my revocation of this onal delivery at such address designated to me by such authorization shall not apply to the extent that the
7. Inability to Condition Treatment, Payment, Enrollment or HCP or other covered entity may condition my treatment, placed in this authorization.	
I understand that this authorization is not consent or an accare clearinghouse or health plan covered by the privinsurance Portability and Accountability Act of 1996 (the "has a result of this authorization, there is the potential for a Authorized Recipient to be subject to redisclosure by the such Authorized Recipient may no longer be protected by the	acy regulations promulgated pursuant to the Health HIPAA Privacy Regulations"). I further understand that, my PHI that is disclosed by any Authorized HCP to an Authorized Recipient and my PHI that is disclosed to
I certify that I am executing and delivering this authoricontained in this authorization is true and correct. I further and that I have received and retained a copy of this signauthorization is as valid as the original.	certify that this authorization is written in plain language
PATIENT OR INDIVIDUAL	SENSITIVE INFORMATION - I understand and agree to the disclosure of the following information by placing my
Signature:	initials:
•	Mental Health Records
Printed Name:	Drug & Alcohol Treatment Records
Date:	HIV/AIDS Records
PERSON AUTHORIZED TO SIGN ON BEHALF OF PATIE	ENT OR INDIVIDUAL
Signature:	
Printed Name:	
Relationship to Patient:	
Date:	

For example: Power of Attorney, Guardian ad Litem or similar status. Please attach a copy any official document confirming this status. Not to be signed by an insurance agent, attorney, or financial representative.



## LIFE INSURANCE INFORMATION RELEASE FORM

	Policy Owner:			
	Insured:			
	Policy Number:			
	Insurer:			
directors, representat	officers, employe	ees, agents, indeper any information, forms	sh Life Insurance Settlements, Inc. and/or andent contractors, service providers or s, riders or amendments in connection with conversions or replacements).	other authorized
parties, as		pose of this sharing of	cal settlement providers, brokerage general f information is to obtain quotes for viatical s	
broker, and		nt provider to rely upo	e company and each authorized discloser, n a photo static or facsimile copy or other re	
Please acc	ept this release fo	rm in lieu of any third-p	party authorization form the insurer may have	<b>)</b> .
I agree and	acknowledge this	authorization shall rer	main valid for one year after the date signed.	
LIFE INSU	RANCE POLICY (	<u>DWNER</u>	LIFE INSURANCE POLICY OWNE	<u>≣R</u>
Signature:			Signature:	
Printed Nar	me:		Printed Name:	
Date:			Date:	
SSN/Tax IE	D:		SSN/Tax ID:	



#### DISCLOSURE TO LIFE AND VIATICAL SETTLEMENT APPLICANT

The owner of the life insurance policy to be sold (the viator, seller, or policy owner), as well as each person insured by the life insurance policy (an insured), should be aware of the following:

- 1. That there are possible alternatives to life and viatical settlement contracts for persons who have a catastrophic or life-threatening illness including, but not limited to, accelerated benefits offered by the issuer of a life insurance policy.
- 2. That proceeds of the life or viatical settlement could be taxable, and assistance should be sought from a personal tax advisor.
- 3. That life or viatical settlement proceeds could be subject to the claims of creditors.
- 4. That receipt of life or viatical settlement proceeds could adversely affect the recipient's eligibility for Medicaid or other government benefits or entitlements and advice should be obtained from the appropriate agencies.
- 5. That all life or viatical settlement contracts entered into in certain states must contain an unconditional rescission provision which allows the policy owner/viator to rescind the contract within 15 days after the viator receives the viatical settlement proceeds, conditioned on the return of such proceeds.
- 6. The life or viatical settlement provider company, not the policy owner/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) = \$8,000.00.
- 7. The policy owner/viator has the right to obtain the name, business address, and telephone number of the independent third-party escrow agent and the policy owner/viator may inspect or receive copies of the relevant escrow agreement.
- 8. Life Insurance Settlements, Inc. will have the rights to all data and information submitted or collected in connection with the potential settlement transaction and, subject to all applicable laws (including relevant privacy laws), may license, sell and assign those rights to one or more third parties, as well as all rights under the accompanying Authorization For Disclosure of Protected Health Information.

Signature page to follow.

VSUDisclosure (a) Owner Initials Owner Initials

## DISCLOSURE TO LIFE AND VIATICAL SETTLEMENT APPLICANT, Page 2

LIFE INSURANCE POLICY OWNER'S ACKNOWLEDGMENT: I have read and fully understand this disclosure form. I have received a copy of this disclosure to keep for my records.

LIFE INSURANCE POLICY OWNER
Signature:
Printed Name:
Date:

This signature page may be duplicated if there are more than two (2) policy owners.

VSUDisclosure (c) Owner Initials Owner Initials



#### **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 life or viatical settlement transaction while providing the following services including but not 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 or viatical settlement providers.
- Best execution negotiation to maximize fair market value of life or viatical settlement.
- Closing services including contract review and assistance with contingency requirements of life or viatical settlement providers.

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):		
Policy number	Issued by	
Policy numberIssued by		
By signing this authorization and agreement. I/we an	n/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 time period 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.

LIS.VSBORU(a)	Owner Initials	Owner Initials

#### **BROKER AUTHORIZATION & SERVICES AGREEMENT, Page 2**

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 or viatical settlement provider for the policy(ies) and is not responsible for any breach committed by a life or viatical settlement provider, if such life or viatical settlement provider is identified.

I/We understand that Life Insurance Settlements, Inc. has a duty to find the most competitive offer available for my/our life insurance policy(ies). Therefore, I/we hereby grant to Life Insurance Settlements, Inc. the exclusive right to broker my/our life insurance policy(ies) which may only be terminated upon thirty (30) days prior written notice. Prior to making the decision to sell the Policy, I/We have had the opportunity to discuss any questions about the transaction with other appropriate professionals such as my/our lawyer, accountant and tax advisor.

The undersigned acknowledges they have read and accept receipt of a copy of this Broker Authorization & Services Agreement.

LIFE INSURANCE POLICY OWNER
Signature:
Printed Name:
Date:
INSURED (if other than the policy owner)
Signature:
Printed Name:
Date:

LIS.VSBORU(a) Owner Initials Owner Initials