



VIATICAL SETTLEMENT APPLICATION

A. PERSONAL INFORMATION - INSURED (PRINT OR TYPE)

Name of Insured: _____ ☐ Male ☐ Female
Date of Birth: _____ SSN: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____ Email Address: _____
Marital Status: ☐ Single/Never Married ☐ Married ☐ Divorced ☐ Separated ☐ Widow/Widower
If Married, Name of Spouse: _____ Dependent Children? ☐ Yes ☐ No

Complete for Second Insured, if applicable. Is the Second Insured deceased? ☐ Yes ☐ No

Name of Insured: _____ ☐ Male ☐ Female
Date of Birth: _____ SSN: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____ Email Address: _____
Marital Status: ☐ Single/Never Married ☐ Married ☐ 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: _____

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

C. LIFE INSURANCE INFORMATION

Insurance Company: _____ Policy Number: _____

Face Amount: _____ Date of Issue: _____

Policy Type: ☐ Term ☐ UL ☐ WL ☐ SUL ☐ SWL ☐ VUL ☐ Other: _____

Annual Premium Amount: _____ Premium Due Date: _____

Last Premium Paid Date: _____ Amount Paid: _____

D. PERSONAL INFORMATION – VIATOR/POLICY OWNER

Is the Insured also the Policy Owner? ☐ Yes ☐ No

If yes, please answer the following and move to page 3. If no, please proceed to section E or F accordingly.

Is the viator/policy owner a defendant in any suits or legal actions? ☐ Yes ☐ No

Has the viator/policy owner ever declared bankruptcy? ☐ Yes ☐ No

E. Complete if Viator/Policy Owner is an Individual

Name of Viator/Policy Owner: _____

Relationship to Insured: _____

Date of Birth: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email Address: _____

Driver's License Number: _____ State of Issue: _____

Marital Status: ☐ Single/Never Married ☐ Married ☐ Divorced ☐ Separated ☐ Widow/Widower

If Married, Name of Spouse: _____

Is the viator/policy owner a defendant in any suits or legal actions? ☐ Yes ☐ No

Has the viator/policy owner ever declared bankruptcy? ☐ Yes ☐ No

F. Complete if Viator/Policy Owner is Trust, Corporation, Partnership, or Other Entity.

Name of Viator/Policy Owner: _____

Name of Authorized Representative and Title: _____

Tax ID Number: _____ State of Formation: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email Address: _____

Is the viator/policy owner a defendant in any suits or legal actions? ☐ Yes ☐ No

Has the viator/policy owner ever declared bankruptcy? ☐ Yes ☐ No

VIATICAL SETTLEMENT APPLICATION, Page 3

Please complete the following questions.

1. Has the Viator/Policy Owner changed since the policy was issued? ☐ Yes ☐ No
If yes, please list name of initial Viator/Policy Owner: _____
2. Name of current Beneficiary: _____
Relationship to Insured: _____
3. Has Beneficiary changed since the policy was issued? ☐ Yes ☐ No
If yes, please list name of initial Beneficiary: _____
Relationship to Insured: _____
4. What was the Insured's and Viator/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, Viator/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 Viator/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: _____

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., and all Viatical Settlement Providers licensed in Indiana where the viatical settlement case may be submitted for review.
- 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 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 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.

VIATICAL SETTLEMENT APPLICATION, Page 5

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

VIATOR/LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the viator/policy owner)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

VIATOR/LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the viator/policy owner)

Signature: _____

Printed Name: _____

Date: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

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

AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION



A. Patient's Name (please print):	Date of Birth: ____/____/____ Month Day Year	Medical Record Number (if known):
Address:	Telephone Number	Social Security Number (last 4 digits):

B. Permission to Share: I give my permission to share my individually identifiable health information, which may include protected or privileged information in written and/or verbal form.

Released From: Name: _____ Address: _____ Telephone: _____ Fax: _____	Released To: Life Insurance Settlements, Inc. 1180 SW 36 th Avenue, Suite 201 Pompano Beach, FL 33069 Telephone: 1-866-326-5433
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I, _____ (**Name of Individual**), 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 photo static or facsimile copy or other reproduction of this authorization.

2. Classes of Persons Authorized to Receive My Protected Health Information: 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: 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. Purpose of Disclosure: 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. Expiration: This authorization to disclose personal health information shall remain valid for twenty-four (24) months following the date of signature. If authorization shall remain valid for a specific length of time that is less than twenty-four (24), please specify the expiration date: _____.

6. 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.

7. 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 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. A copy of this authorization is as valid as the original.

PATIENT OR INDIVIDUAL

SENSITIVE INFORMATION - I understand and agree to the disclosure of the following information by placing my initials:

Signature: _____

_____ Mental Health Records

Printed Name: _____

_____ Drug & Alcohol Treatment Records

Date: _____

_____ HIV/AIDS Records

PERSON AUTHORIZED TO SIGN ON BEHALF OF PATIENT 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:	_____

I hereby authorize my insurance company to furnish Life Insurance Settlements, Inc. and/or any of its affiliates, directors, officers, employees, agents, independent contractors, service providers or other authorized representatives ("LIS"), with any information, forms, riders or amendments in connection with any life insurance policy under which my life is insured (including any conversions or replacements).

I authorize LIS to share this information with viatical settlement providers, brokerage general agents, and other parties, as required. The purpose of this sharing of information is to obtain quotes for viatical settlements, and/or life and health insurance policies.

I specifically authorize and request my insurance company and each authorized discloser, viatical settlement broker, and viatical settlement provider to rely upon a photo static or facsimile copy or other reproduction of this authorization as valid as the original.

Please accept this release form in lieu of any third-party authorization form the insurer may have.

I agree and acknowledge this authorization shall remain valid for one year after the date signed.

VIATOR/LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

SSN/Tax ID: _____

VIATOR/LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

SSN/Tax ID: _____



DISCLOSURE TO VIATICAL SETTLEMENT APPLICANT

IMPORTANT – READ THIS DISCLOSURE FORM AND THE ENCLOSED VIATICAL SETTLEMENT INFORMATION BROCHURE NO LATER THAN THE TIME OF APPLICATION. You should carefully read the following points and seek financial, insurance, tax and other advice where appropriate.

1. A viatical settlement broker represents only the viator and owes a fiduciary duty to the viator to act according to the viator's instructions and in the best interest of the viator regardless of the manner in which the viatical settlement broker is compensated.
2. There are possible alternatives to viatical settlement contracts, including accelerated benefits or policy loans offered by the issuer of the life insurance policy.
3. There are federal and state tax consequences that may result from entering into a viatical settlement contract, and that the viator should seek assistance from a professional tax advisor.
4. Entering into a viatical settlement contract may cause adverse effect on eligibility for; or interruption of assistance provided by; medical or public assistance programs as a consequence of entering into a viatical settlement contract, and the viator should seek advice from the appropriate government agencies.
5. The viator has a right to rescind a viatical settlement contract within the rescission period. The period ending not more than fifteen (15) days after the receipt of the viatical settlement proceeds by the viator or period ending not more than thirty (30) days after execution of the contract.
6. The amount of any fees paid by a viatical settlement provider to a viatical settlement broker will be disclosed to the viator.
7. Proceeds of the viatical settlement could be subject to claims of creditors.
8. Entering into a viatical settlement contract may cause other rights or benefits to be forfeited by the viator if available under the insurance policy to be viaticated. Advice should be sought from a professional financial advisor. Rights or benefits may include:
(a) Guaranteed insurability options, (b) Accidental death or accidental death and dismemberment benefits, (c) Disability income or loss of income protection, (d) Conversion rights, (e) Waiver of premium benefits, and (f) Family, spousal, or children's riders or benefits and any other comparable coverage for a life other than the insureds.
9. The viatical settlement provider or viatical settlement broker may contact the insured for the purpose of determining the health status of the insured not more than: (a) one (1) time every three (3) months for an insured with a life expectancy of more than one (1) year; or (b) one (1) time every month for an insured with a life expectancy of not more than one (1) year. Contacts made with an insured under subsection (a) must be made by mail unless the parties agree to another method of contact.
10. Immediately upon a viatical settlement provider's receipt of a signed viatical settlement contract, the viatical settlement provider shall pay the proceeds of the viatical settlement to a trust or escrow account in a state or federally chartered financial institution whose deposits are insured by the Federal Deposit Insurance Corporation. The account shall be managed by a trustee or escrow agent independent of the parties to the contract. Within two (2) business days after the viatical settlement provider's receipt of 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 according to the viatical settlement contract, the trustee or escrow agent shall transfer the proceeds to the viator.

DISCLOSURE TO VIATICAL SETTLEMENT APPLICANT, Page 2.

11. 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.
12. A person with actual knowledge of a viator's identity may not disclose that identity to another person unless the disclosure is:
 - (1) Necessary to effect a viatical settlement contract and the viator has provided written consent to the disclosure;
 - (2) Provided in response to an investigation by the Commissioner of the Indiana Department of Insurance or other governmental officer or agency; or
 - (3) In connection with a transfer of a viatical settlement contract or viaticated policy to another licensed viatical settlement provider or to an entity that provides financing to effect the viatical settlement contract under a written agreement with a licensed viatical settlement provider.
13. The viatical settlement broker may not seek or obtain compensation from the viator without the written agreement of the viator obtained before the broker performs any services in connection to the transaction. A viatical settlement broker shall disclose to the viator before a viatical settlement contract is signed, the amount and method of calculation of the viatical settlement broker's compensation. The viatical settlement provider company 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: $8\% \times \$100,000 \text{ (face value)} = \$8,000.00$. However, compensation may not exceed the amount of proceeds to the viator.
14. Your insurance policy provides financial protection to your beneficiaries. If you sell your policy to a viatical settlement provider, your beneficiaries will no longer have that protection. Before you sell your policy, you should consider whether that protection is needed. Other financial options may be available to you. Consult your financial advisor or insurance company for more information.

VIATOR/LIFE INSURANCE POLICY OWNER'S ACKNOWLEDGMENT: I have read and fully understand this disclosure form. I have received copies of this disclosure form and the NAIC consumer brochure "Selling Your Life Insurance Policy – Understanding Viatical Settlements" to keep for my records.

VIATOR/LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the viator/policy owner)

Signature: _____

Printed Name: _____

Date: _____

VIATICAL SETTLEMENT BROKER

Signature: _____

Printed Name: _____

Date: _____

This signature page may be duplicated if there are more than two (2) viators or insureds.



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 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 viatical settlement providers.
- Best execution negotiation to maximize fair market value of viatical settlement.
- Closing services including contract review and assistance with contingency requirements of viatical 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) _____:

Policy number _____ Issued by _____

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.

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

VIATOR/LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

VIATOR/LIFE INSURANCE POLICY OWNER

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the policy owner)

Signature: _____

Printed Name: _____

Date: _____

INSURED (if other than the policy owner)

Signature: _____

Printed Name: _____

Date: _____

VIATICAL SETTLEMENT BROKER

Signature: _____

Printed Name: _____

Date: _____