

## LIFE SETTLEMENT APPLICATION

## A. PERSONAL INFORMATION - INSURED (Please print or type)

Name of Insured	Date of Birth	Social Security Number	Sex (male/female)	
Name of 2 <sup>nd</sup> Insured	Date of Birth	Social Security Number	Sex (male/female)	
Address		Phone I	Number	
City	State	Zip Coo	de	
B. MEDICAL INFORMA	TION			
Insured Medical History				
2 <sup>nd</sup> Insured Medical History				
Primary Physician		Telephone Number		
Specialist		Telephone Number		
C. PERSONAL INFORM	ATION POLICY O	WNER – If individual other	r than insured	
Name of Policy Owner	Date of	Birth Social Se	curity/Tax ID Number	
Name of 2 <sup>nd</sup> Policy Owner	Date of	Birth Social Se	curity/Tax ID Number	
Address		Phone Nu	ımber	
City	State	Zip Code		
LIS.ID1(a)				

Owner Initials

		vorced Separated Widow/Widow	wer
If Married Name of Spouse Is the policy owner a defendant in	any suits or legal actions?	□ No □ Yes	
Has the policy owner ever declare		□ No □ Yes	
Drivers license #		_ State of Issue	
PERSONAL INFORMATION I Other Entity	POLICY OWNER – If a Tr	rust, Corporation, Partnership, LLC	or
Trust Situs/ State of Incorporation	or Domicile		
Name of Signatory	Title (T	Trustee, Corporate Officer, Partner, etc.	)
Name of Signatory	Title (T	Trustee, Corporate Officer, Partner, etc.	)
D. LIFE INSURANCE INFO	ORMATION		
Insurance Company	Policy Number	Face Amount	
Date of Issue Poli	cy Type (WL, UL, SUL, Ter	rm, etc) Current Premium	
Initial Policy Owner (at time of Is	suance) Na	ame of Current Policy Owner (If differe	nt)
Has policy beneficiary changed si If yes, please explain the reason.	nce the policy was issued?	□ No □ Yes	
Name of initial beneficiary(s)		Relationship(s) to insured	
Name of current beneficiary(s) (If	different)	Relationship(s) to insured	
1. What was the insured's and po	licy owner original purpose f	for buying the policy?	

Owner Initials

LIS.ID1(b)

LIS.ID1(c)  Owner Initials
For additional policy and/or physician information, please provide a supplementary page.
Date and manner interest was obtained
Name
Date and manner interest was obtained
Name
Date and manner interest was obtained
NameNature of the interest
5. List all persons or entities (including any trust) who have, or have had, any direct or indirect ownership or other interest in the policy or its proceeds, including the nature of the interest and the relationship of such person entity to the insured. For any entity, please identify all persons that own (or have owned) and, if different, control or manage (or have controlled or managed) that entity. For any trust, include all beneficiaries.
Loan Maturity balance (payoff amount) Loan Maturity date
If yes, what is name of lender? Principal loan amount
If yes, please describe the financing arrangement in detail and provide copies of any document related to that arrangement.
4. Has the policy or any of the policy premiums been financed by a third party, either through a loan, equity contribution or otherwise? ☐ No ☐ Yes
3. Has the insured or policy owner ever assigned the policy or policy benefits to any person or entity?  No Yes If yes, describe the details of such assignment.
If yes, describe the arrangement in detail and provide copies of documents relating to the arrangement.
2. 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?   No Yes

### 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 Life Settlement Providers licensed in Idaho where the file will be submitted.
- 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 LIFE SETTLEMENT/VIATICAL SETTLEMENT CONTRACT IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

## NOTICE TO APPLICANTS

Neither Life Insurance Settlements, Inc. nor it's officers, directors, or principals provide legal, accounting, or financial advice to prospective applicants regarding the advisability or relative merits of selling or conveying their legal rights in existing life insurance policies in exchange for cash payments referred to as living benefits, 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.

LIS.ID1(d)

# PLEASE SEND WITH THE COMPLETE APPLICATION FORM, PHOTOCOPIES OF THE FOLLOWING:

- A. Life Insurance policy to be sold, including the application for insurance
- B. Last premium statement from your Life Insurance company (if available)
- C. Driver's License of Insured and Policy Owner
- D. Social Security Card of Insured

The undersigned acknowledges they have read and understand this Life Settlement application.

Printed Name of Policy Owner	Date	Signature of Policy Owner	Date
Printed Name of Policy Owner	Date	Signature of Policy Owner	Date
Printed Name of Witness	Date	Signature of Witness	Date
Printed Name of First Insured	Date	Signature of First Insured	Date
Printed Name of Second Insured	Date	Signature of Second Insured	Date
Printed Name of Witness	 Date	Signature of Witness	Date



## <u>AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION</u>

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

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### **AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION, Page 2**

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	Printed Name of Individual	Date
Signature of Personal Representative of Individual	Date	Printed Name of Personal Representative	Date
Description of Personal Representative's A (Power of Attorney, Guardian ad Litem or s			



## **LIFE INSURANCE INFORMATION RELEASE FORM**

Policy Owner: Insured: Policy Number: Insurance Carrier:	
I hereby authorize my insurance company to furnish Lift affiliates, directors, officers, employees, agents, independent authorized representatives ("LIS"), with any information with any life insurance policy under which my lift replacements).	endent contractors, service providers or other on, forms, riders or amendments in connection
I authorize LIS to share this information with life settle other parties, as required. The purpose of this sharing settlements, and/or life and health insurance policies.	
I specifically authorize and request my insurance compar broker, and life settlement provider to rely upon a photo this authorization as valid as the original.	· <del>-</del>
I agree and acknowledge this authorization shall remain v	valid for one year after the date signed.
Signature of Policy Owner	Date
Printed Name of Policy Owner	Social Security Number/Tax ID #
Signature of Policy Owner (If more than one owner)	Date
Printed Name of Policy Owner	Social Security Number/Tax ID #

LIS.ID3



## **DISCLOSURE TO OWNER**

IMPORTANT – READ THIS DISCLOSURE FORM AND THE ENCLOSED LIFE SETTLEMENT INFORMATION BROCHURE BEFORE SIGNING ANY LIFE SETTLEMENT AGREEMENT.

You should carefully read all of the following points and seek financial, insurance, tax and other advice where appropriate.

- 1. Possible alternatives to life settlement contracts include any accelerated death benefits or policy loans offered under your life insurance policy.
- 2. A life settlement broker exclusively represents you, the owner, and not the insurer or the life settlement provider, 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.
- 3. Some or all of the proceeds of the life settlement may be taxable under federal and state law, and assistance should be sought from a professional tax advisor.
- 4. Proceeds of the life settlement could be subject to the claims of your creditors.
- 5. Receipt of the proceeds of a life settlement may adversely affect your eligibility for Medicaid or other government benefits or entitlements, and advice should be obtained from the appropriate government agencies.
- 6. You have the right to rescind (cancel) a life settlement contract within twenty (20) days of the date it is signed by all parties. If you want to rescind the contract, you must provide notice to the life settlement provider and repay all proceeds and any premiums, loans and loan interest paid on account of the life settlement contract within the twenty (20) day rescission period. If the insured dies during the twenty (20) day rescission period, the life settlement contract will be deemed to have been rescinded, subject to repayment by the owner or the owner's estate of all life settlement proceeds and any premiums, loans and loan interest.
- 7. Funds will be sent to you within three (3) business days after the life settlement provider has received the insurer or group administrator's written acknowledgment that ownership of the policy or interest in the certificate has been transferred and the beneficiary has been designated.
- 8. Entering into a life settlement contract may cause you to forfeit other rights or benefits including conversion rights and waiver of premium benefits that may exist under the policy or certificate. Assistance should be sought from a financial adviser.
- 9. You will be provided a brochure approved for use by the Department of Insurance that describes the process of life settlements. You should review this brochure carefully.

ID-Disclosure (a)

## **DISCLOSURE TO OWNER, Page 2**

- 10. All medical, financial or personal information solicited or obtained by a life settlement provider or life 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 life settlement 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 (2) years.
- 11. Following execution of a life settlement contract, the insured may be contacted for the purpose of determining the insured's health status and to confirm the insured's residential or business street address and telephone number, or as otherwise provided in sections 41-1950 through 41-1965, Idaho Code. This contact shall be limited to once every three (3) months if the insured has a life expectancy of more than one (1) year, and no more than once per month if the insured has a life expectancy of one (1) year or less. All such contacts shall be made only by a life settlement provider licensed in the state of Idaho.
- 12. If you have any questions, you may call the Idaho Department of Insurance at 800-721-3272 or 208-334-4250.
- 13. The life settlement provider, not the policy 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 \$100,000.00 policy could be: 8% x \$100,000.00 (face value) = \$8,000.00. The amount and method of calculation will be disclosed to the policy owner prior to execution of a life settlement contract.

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 life settlement information brochure to keep for my records.

Signature of Policy Owner	Date	Printed Name of Policy Owner	Date
Signature of 2 <sup>nd</sup> Policy Owner	Date	Printed Name of 2 <sup>nd</sup> Policy Owner	Date
Signature of Witness	Date	Printed Name of Witness	Date
Signature of Life Settlement Broker	Date	Printed Name of Life Settlement Broker	Date

ID-Disclosure (b)



## **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)

	<u> </u>	
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. The Broker, Life Insurance Settlements, Inc. will use its best efforts, on behalf of the Seller, to obtain the most

LIS.ID – BOR(a) Owner Initials

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

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.

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

Signature of Policy Owner	Date	Printed Name of Policy Owner	Date
Signature of 2 <sup>nd</sup> Policy Owner	Date	Printed Name of 2 <sup>nd</sup> Policy Owner	Date
Signature of Insured	Date	Printed Name of Insured	Date
Signature of 2 <sup>nd</sup> Insured	Date	Printed Name of 2 <sup>nd</sup> Insured	Date
	 Date	Printed Name of Life Settlement Broker	Date

LIS.ID – BOR(b) \_\_\_\_\_Owner Initials



## LIFE SETTLEMENT BROKER'S DISCLOSURE FORM

# IMPORTANT – READ THIS DISCLOSURE FORM BEFORE SIGNING ANY LIFE SETTLEMENT CONTRACT.

The life settlement broker is representing you in this transaction and has a duty to act in your best interest. The life settlement broker must provide you with at least the following disclosures prior to the time you sign the life settlement contract. You should carefully read all the following points and seek financial, insurance, tax and other advice where appropriate.

1. The name, business address and telephone number of the life settlement broker are as follows:

Life Insurance Settlements, Inc. 550 West Cypress Creek Road, Suite 300 Fort Lauderdale, Florida 33309 Telephone 866-326-5433

2. A full, complete and accurate description of all offers, counteroffers, acceptances and rejections relating to the proposed life settlement contract (including name of party, date made, price and any other material terms) is:  [] Attached
[] As follows:
3. The affiliation or contractual arrangements between the life settlement broker and any person making an offer in connection with a proposed life settlement contract are as follows:  [] None [] Attached []
4. The amount, method of calculation and the party who is responsible for paying the broker's compensation are listed below. The term "compensation" includes anything of value to be paid or given to a life settlement broker for the placement of a policy.

Policy Owner's Initials \_\_\_\_

LIS.ID-LSBD(a)

## LIFE SETTLEMENT BROKER'S DISCLOSURE FORM, Page 2

LIS.ID- LSBD(b)

settlement offer, the total amount of the life offer comprised by the life settlement broke [ ] N/A	broker's compensation is taken from a proposed life settlement offer and the percentage of the life settler's compensation are:	
	S ACKNOWLEDGMENT: I have read and fully received a copy to keep for my records.	Ÿ
Signature of Policy Owner	Printed Name of Policy Owner	Date
Signature of 2 <sup>nd</sup> Policy Owner	Printed Name of 2 <sup>nd</sup> Policy Owner	Date
This form was prepared by an authorize Settlement Broker.	ed person from Life Insurance Settlements, Inc.,	your Life
This form was prepared by:		
Signature		
Printed Name/Title		
Date:		

Policy Owner's Initials