



VIATICAL AND LIFE SETTLEMENT APPLICATION

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

Insured’s Name Date of Birth Social Security Number Sex (male/female)

2nd Insured’s Name Date of Birth Social Security Number Sex (male/female)

Address Phone Number

City State Zip Code
Marital Status: Single/Never Married Married Widowed Divorced
If Married Spouse’s name

B. MEDICAL INFORMATION

Insured Medical History

2nd Insured Medical History

Primary Physician Telephone Number

Specialist Telephone Number

C. PERSONAL INFORMATION – VIATOR/POLICY OWNER

Complete this section if the Viator/Policy Owner is an individual other than insured

Viator/Policy Owner Name Date of Birth Social Security Number

2nd Viator/2nd Policy Owner Name Date of Birth Social Security Number

Address Phone Number

City State Zip Code
Marital Status: Single/Never Married Married Widowed Divorced
If Married Spouse’s Name
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
Drivers license # State of Issue

For additional policy and/or physician information, please provide a supplementary page. LIS.ME1(a)



Complete this section if Viator/Policy Owner is a Trust, Corporation, Partnership, LLC or Other Entity

Viator/Policy Owner Name Tax ID Number

Trust Situs/Entity State of Incorporation, Formation or Domicile Date Formed

Address Phone Number

City State Zip Code

Name of Authorized Representative Title (Trustee, Corporate Officer, Partner, etc.)

Name of Authorized Representative 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 _____

Name of initial viator/policy owner (at time of issuance) _____

Name of current viator/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

Name of current Beneficiary(s) (If different) Relationship(s) to insured

What was the insured's and viator/policy owner's original purpose for buying the policy? _____

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 _____



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 _____

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. _____

If yes, what is name of lender? _____ Principal loan amount _____

Loan Maturity balance (payoff amount) _____ Loan Maturity date _____

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

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 additional policy information, please provide a supplementary page.

FOR VIATOR/POLICY OWNER/APPLICANT USE: 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

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., Viatical and Life Settlement Providers and Financing Sources.
- B. The undersigned will immediately notify Life Insurance Settlements, Inc. of any material change in any information contained herein, occurring prior to conclusion of the proposed sale, including but not limited to: cancellation and release of insurance policies, assignment of ownership of policies, change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies.

The proposed sale, cancellation and release of insurance policies, assignment of ownership of policies, or change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies will be solely for the benefit and account of the undersigned, and not for the account or benefit of any other person.

FRAUD WARNING

ANY PERSON WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE OR AN APPLICATION FOR A VIATICAL OR 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 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 or 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.

_____ Signature of Insured	_____ Date	_____ Signature of Viator/Policy Owner/Applicant	_____ Date
_____ Printed Name of Insured	_____ Date	_____ Printed Name Viator/Policy Owner/Applicant	_____ Date
_____ Signature of 2nd Insured	_____ Date	_____ Signature of 2nd Viator/Policy Owner/Applicant	_____ Date
_____ Printed Name of 2nd Insured	_____ Date	_____ Printed Name of 2nd Viator/Policy Owner/Applicant	_____ Date
_____ Signature of Witness	_____ Date	_____ Signature of Witness	_____ Date
_____ Printed Name of Witness	_____ Date	_____ Printed Name of Witness	_____ Date



AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

1. Classes of Persons Authorized to Disclose My Protected Health Information: I authorize each doctor, hospital, nurse, pharmacy, physician, physician practice group, and any other type of health care provider (each, an “HCP”) having any PHI about me to disclose any and all of my PHI as provided under this authorization. I authorize each Authorized HCP to rely upon a photostatic or facsimile copy or other reproduction of this authorization.

2. Classes of Persons Authorized to Receive My Protected Health Information: I authorize each Authorized HCP to provide Life Insurance Settlements, Inc. and/or All Licensed Maine Viatical/Life Settlement Providers my PHI under this authorization upon request. “Authorized Recipient” include the viatical settlement broker, 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.

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. Life Insurance Settlements, Inc. does not underwrite the health or medical condition of insureds, nor monitor, track or verify their health condition or medical status.

4. Expiration: This authorization shall remain valid for twenty-four (24) months following the date of my signature, and a copy of this authorization is as valid as the original.

5. Right to Revoke Authorization: I acknowledge and understand that I may revoke this authorization any time with respect to any Authorized HCP by notifying such Authorized HCP in writing of my revocation of this authorization and delivering my revocation by mail or personal delivery at such address designated to me by such Authorized HCP; provided, that, any revocation of this authorization shall not apply to the extent that the Authorized HCP has taken action in reliance upon this authorization prior to receiving written notice of my revocation.

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

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

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

Signature of Individual Date

Signature of Personal Representative of Individual Date

Print or Type Name of Individual Date

Description of Personal Representative’s Authority:

(Power of Attorney, Guardian ad Litem or similar status)



Life Insurance Information Release Form

Life insurance policy number _____ issued by _____
(Insurance Company), is owned by _____, and insured the life
of _____.

I authorize the release to Life Insurance Settlements, Inc. (LIS) or its designee, any or all information concerning the above policy.

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

Policy Owner Signature

Date

Printed Name of Policy Owner

Social Security Number/
Tax ID Number



DISCLOSURE

The owner of the life insurance policy to be settled as a viatical or life settlement should be aware of the following:

1. **Alternatives or options.** Possible alternatives to or options that can be used in conjunction with settlement contracts, including, but not limited to, accelerated death benefits or policy loans offered by the issuer of the life insurance policy;

2. **Federal tax implications.** The fact that some or all of the proceeds of the settlement contract may be free from federal income tax under the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191; and that restrictions, qualifications and other tax laws, particularly those of the state in which the viator resides, may apply and assistance should be sought from a professional tax advisor;

3. **State tax implications.** The fact that some or all of the proceeds of the settlement may be free from state income tax under section 6809 and that restrictions, qualifications and other tax laws, including those of the state in which the viator resides, may apply and assistance should be sought from a professional tax advisor;

4. **Claims of creditors.** The fact that proceeds of the settlement could be subject to the claims of creditors;

5. **Effect on government benefits.** The fact that receipt of the proceeds of the settlement may adversely affect the recipient's eligibility for Medicaid or other means-based government programs, benefits or entitlements and that advice should be obtained from the appropriate agencies;

6. **Right to rescind.** The fact that the viator has the right to rescind a settlement contract before the earlier of 30 calendar days after the date upon which the settlement contract is executed by all parties or 15 calendar days after the date upon which payment is received by the viator as provided in section 6809. If exercised by the viator, rescission is effective only if both notice of the rescission is given and repayment of all proceeds and any premiums, loans and loan interest to the settlement provider is made within the rescission period. If the insured dies during the rescission period, the settlement contract is deemed to have been rescinded, subject to repayment of all proceeds and any premiums, loans and loan interest to the settlement provider;

7. **Potential reduction or loss of benefits to beneficiary.** The fact that entering into a settlement contract may cause other rights or benefits, including conversion rights and waiver of premium benefits that may exist under the policy or certificate, to be forfeited by the viator and that assistance should be sought from a financial adviser;

8. **Funds.** The fact that funds will be sent to the viator within 3 business days after the settlement provider has received 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; and

9. **Commission.** The viatical and life settlement broker/settlement producer 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. The viatical or life settlement provider company, not the owner, may compensate LIS based on a formula that is a percentage of the face value of the life insurance policy. For example, compensation for a \$100,000 policy could be: $8\% \times \$100,000$ (face value) = \$8,000.00.



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11. **Privacy disclosure.** All medical, financial or personal information solicited or obtained by a settlement provider or settlement producer 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 settlement contract between the viator and the 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 2 years.

12. **Disclosure brochure.** Disclosure to the owner under this subdivision includes distribution of a brochure describing the process of a life settlement. The National Association of Insurance Commissioner' form for the brochure shall be used unless another form is developed or approved by the commissioner.

The undersigned acknowledges they have read and accept receipt of a copy of this Disclosure form and a copy of a brochure describing the process of a life settlement. Complaints and inquiries may be brought to the attention of the Superintendent of the Maine Bureau of Insurance, 34 State House Station, Augusta ME, 04333.

_____ Signature of Insured	_____ Date	_____ Signature of Viator/Policy Owner/Applicant	_____ Date
_____ Printed Name of Insured	_____ Date	_____ Printed Name Viator/Policy Owner/Applicant	_____ Date
_____ Signature of 2nd Insured	_____ Date	_____ Signature of 2nd Viator/Policy Owner/Applicant	_____ Date
_____ Printed Name of 2nd Insured	_____ Date	_____ Printed Name of 2nd Viator/Policy Owner/Applicant	_____ 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



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/life settlement producer/broker, Life Insurance Settlements, Inc. incurs the necessary, required and related costs to facilitate your viatical or 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 viatical and life settlement providers.
- Best execution negotiation to maximize fair market value of viatical or life settlement.
- Closing services including contract review and assistance with contingency requirements of viatical and 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 settlement producer/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 _____
 Life insurance 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, 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 Settlement Producer/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 Settlement Producer/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 or life settlement provider for the policy(ies) and is not responsible for any breach committed by a viatical or life settlement provider, if such viatical or life settlement provider is identified.

 Signature of Insured Printed Name Date

 Signature of Viator/Policy Owner Printed Name Date

 Signature of Insured Printed Name Date
 (If more than one)

 Signature of Viator/Policy Owner Printed Name Date
 (If more than one)

 Signature of Authorized Officer of Life Insurance Settlements, Inc. Date
 LIS.ME - BOR