

### SETTLEMENT APPLICATION

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

Insured's Name	Date of Birth	Social Security N	Number	Sex (male/female)
2 <sup>nd</sup> Insured's Name	Date of Birth	Social Security N	Number	Sex (male/female)
Address				Phone Number
City		State		Zip Code
B. MEDICAL I	NFORMATION - Ins	sured		
Insured Medical Histor	У			
2 <sup>nd</sup> Insured Medical Hi	story			
Primary Physician				Telephone Number
	· -	se provide a supplement DWNER – <u>Complete if Ov</u>	ary page	Telephone Number
Owner's Name	]	Date of Birth	Social Se	curity/Tax ID Number
2 <sup>nd</sup> Owner's Name		Date of Birth	Social Security/Tax ID Number	
Address			]	Phone Number
City	State		Zip Code	
If Married Spouse's Na	ame	MarriedDivorcedS	•	
Is the policy owner a defendant in any suits or legal actions?  Has the policy owner ever declared bankruptcy?			Yes Yes	
Drivers license # LIS.WI 1(a) 11.29.10	State of			_

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

Policy Owner Name		Tax ID Number		
Trust Situs/ Entity State of Incorporation	on, Formation or Domicile	Date Formed		
Address		Phone Number		
City	State	Zip Code		
Name of Authorized Representative	Title (Trustee, C	Corporate Officer, Partner, etc.)		
Name of Authorized Representative	Title (Trustee, C	Corporate Officer, Partner, etc.)		
D. LIFE INSURANCE INFOR	MATION			
Insurance Company	Policy Number	Face Amount		
Date of Issue Policy Type	(WL, UL, SUL, Term, etc.)	Current Premium		
Initial Policy Owner (at time of Issuanc	ce)			
Name of current Policy Owner (If diffe	rent)			
Has policy beneficiary changed since the If yes, why?	ne policy was issued ?Yes			
Name of initial Beneficiary(s)		Relationship(s) to insured		
Name of current beneficiary(s) (If diffe	rent)	Relationship(s) to insured		
What was the insured's and policy own	er's original purpose for buying	g the policy?		
Before or at the time the policy was issurransfer, sell or assign, directly or indirectly or indirec				
If yes, describe the arrangement in deta	il and provide copies of docum	ents relating to the arrangement		
Has the insured or policy owner ever asNo	ssigned the policy or policy ben	efits to any person or entity?		

LIS.WI 1(b) 11.29.2010

If yes, descri	ribe the details of such assign	nment	
contribution	n or otherwise?Yes yes, please describe the finan	niums been financed by a third party, eitherNo cing arrangement in detail and provide copi	ies of any document
If yes, what	t is name of lender?	Principal loan am	ount
Loan Matur	rity balance (payoff amount)	Loan Maturity d	ate
other intere	est in the policy or its proceed ty to the insured. For any enti	v trust) who have, or have had, any direct or s, including the nature of the interest and th ty, please identify all persons that own (or l ntrolled or managed) that entity. For any tru	he relationship of such have owned) and, if
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.

### The undersigned represents to Life Insurance Settlements, Inc. that:

- A. The information contained herein is complete and accurate and may be relied upon by Life Insurance Settlements, Inc., Life Settlement 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 LIFE SETTLEMENT CONTRACT IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

#### NOTICE TO APPLICANTS

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

An applicant must determine the relative benefit of any such living benefit settlement after review of the legal and financial implications of such a settlement with the applicant's own attorney, accountant, or other appropriate advisors, only then, should a decision be made to effect such a sale or settlement.

Applicant has a clear & complete understanding of the current or future benefits of the life insurance policy being offered for sale or settlement.

Applicant acknowledges that he/she has freely and voluntarily provided the information requested in this application.

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

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

Owner's Full Name (Type or Print)	Owner's Signature	Date
Owner's Full Name (If more than one owner)	Owner's Signature (If more than one owner)	Date
Witness' Full Name (Type or Print)	Witness Signature	Date
Insured's Full Name (Type or Print)	Insured Signature	Date
Insured's Full Name (Type or Print) (if more than one Insured)	Insured Signature (if more than one Insured)	Date
Witness' Full Name (Type or Print)	Witness Signature	Date

# <u>AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH</u> 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. <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 re-insurers, service providers or other representatives (each, an "Authorized Recipient").
- 3. Protected Health Information Authorized for Disclosure and Purpose of Disclosure: This authorization shall apply to any and all of my health and medical data, information and records, whether or not personally or individually identifiable or protected under any federal or state confidentiality or privacy laws or regulations. This authorization and all disclosures of my PHI made under this authorization are for purposes of allowing the Authorized Recipient (1) to analyze, assess, evaluate or underwrite my health or medical condition, or life expectancy, in connection with the possible sale of any life insurance policy, or certificate of life insurance, under which my life is insured to the Authorized Recipient and (2) to monitor, track or verify my health or medical status and condition in connection with any life insurance policy under which my life is insured, including any conversions thereof or replacements therefore, that Life Insurance Settlements, Inc. brokers.
- 4. Expiration: This authorization shall remain valid until, and shall expire, one year after the date of my death.
- 5.<u>Right to Revoke Authorization</u>: 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
		Description of Personal Representative's Authority:
Print or Type Name of Individual	Date	
		(Power of Attorney, Guardian ad Litem or similar status)

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## **Life Insurance Information Release Form**

Life insurance policy number	issued by
(Insurance Company), is owned by	, and insured the life o
I authorize the release to Life Insurance Settler concerning the above policy.	ments, Inc. (LIS) or its designee, any or all information
	e settlement providers, brokerage general agents, and other g of information is to obtain quotes for life settlements
Policy Owner Signature	Date
Type or Print Name	Social Security Number or Tax I.D#
Policy Owner's Signature (If more than one owner)	Date
Type or Print Name	Social Security Number or Tax LD#



### **DISCLOSURE**

As a Life Settlement broker firm, Life Insurance Settlements, Inc. shall disclose to the owner, in a separate document that is signed by the owner and the broker, at least all of the following information no later than the time the application for the life settlement is signed by all parties

- 1. That there are possible alternatives to life settlement contracts, including any accelerated death benefits or policy loans offered under the owner's policy.
- 2. That the broker represents exclusively the owner, and not the insurer or the provider, and owes a fiduciary duty to the owner, including the duty to act according to the owner's instructions and in the best interest of the owner.
- 3. That some or all of the life settlement proceeds may be taxable under the federal income tax and state franchise and income tax laws, and the owner should seek assistance from a professional tax advisor.
- 4. That the life settlement proceeds may be subject to the claims of creditors.
- 5. That receipt of proceeds from a life settlement may adversely affect the owner's eligibility for Medical assistance or other government benefits and that he or she should seek advice from any appropriate agencies.
- 6. The 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% x \$100,000 (face value) = \$8,000.00.
- 7. That the owner has a right to rescind a life settlement contract before the earlier of 30 calendar days after the date upon which the life settlement contract is executed by all parties 15 calendar days after the life settlement proceeds have been paid to the owner, as provided in sub. (11) (d). Rescission, if exercised by the owner, is effective only if both notice of the rescission is given and the owner repays all proceeds and any premiums, loans, and loan interest paid on account of the life settlement within the rescission period. If the insured dies during the rescission period, the life settlement contract is rescinded, subject to repayment by the owner or the owner's estate to the provider or purchaser of all life settlement proceeds, and any premiums, loans, and loan interest that have been paid by the provider or purchaser, which shall be repaid within 60 calendar days of the death of the insured.
- 8. That funds will be sent to the owner within 3 business days after the provider has received the insurer's or group administrator's written acknowledgement that the ownership of the policy or interest in the certificate has been transferred and the beneficiary has been designated.
- 9. That entering into a life settlement contract may cause other rights or benefits, including conversion rights and waiver of premium benefits that may exist under the policy, to be forfeited by the owner, and the owner should seek assistance from a professional financial advisor.

- 10. The language: "All medical, financial, or personal information solicited or obtained by a provider or 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 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 every two years."
- 11. That, 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 allowed in this section. This contact shall be limited to once every 3 months if the insured has a life expectancy of more than one year and no more than once per month if the insured has a life expectancy of one year or less. All such contacts with the insured shall be made only by a provider licensed in the state in which the owner resided at the time of the life settlement, or by an authorized representative of the provider.
- 12. At the time the disclosures in subd.1. are provided, the broker or provider shall provide to the owner a brochure describing the process of life settlements that is approved by the commissioner.
- 13. A broker shall disclose to the owner, either conspicuously displayed in the life settlement contract or in a separate document signed by the owner, at least all the following information no later than the date the life settlement contract is signed by all parties:
  - 1. The name, business address, and telephone number of the broker.
  - A full, complete, and accurate description of all offers, counteroffers, acceptances, and rejections related to the proposed life settlement contract.
  - 3. A written statement of any affiliation or contractual arrangement between the broker and any person making an offer in connection with the proposed life settlement contact.
  - 4. The amount of the broker's compensation, including anything of value paid or given to the broker for the placement of the policy.
  - 5. If any portion of the broker's compensation is taken from a proposed life settlement, the total amount of the life settlement offer and the percentage of the life settlement comprised by the broker's compensation

Signature of Insured	Date	Signature of Policy Owner	Date	
Printed Name	Date	Printed Name	 Date	
Signature of Insured	Date	Signature of Policy Owner	Date	
Printed Name	Date	Printed Name	Date	
Signature of Witness	Date	Signature of Witness	Date	
Printed Name	Date	Printed Name	 Date	
LIS Representative	 Date	Printed Name	 Date	



### A. LIFE SETTLEMENT 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 not limited to:

- Evaluation Form assessment.
- Medical underwriting and insurance verifications.
- Obtaining and forwarding independent third party life expectancy reports from Florida licensed companies.
- 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 life settlement 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) \_\_\_\_\_\_:

ted to the purchase of the following life insurance	ce policy (ies) for the insured(s):	
Life insurance policy number	issued by	
Life insurance policy number	issued by	
Life insurance policy number	issued by	
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By signing this authorization and agreement, I/we am/are aware:

- Committing for the period of time described above to Life Insurance Settlements, Inc.
  and to no other individual or entity, including but not limited to any life settlement
  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 life settlement broker, Life Insurance Settlements, Inc. will act exclusively on behalf of the owner and the Insured, and owes duties to the owner and the Insured, and has not acted on behalf of, and owes no duties to, the Purchaser or its successors or permitted assigns. The Life Settlement Broker, Life Insurance Settlements, Inc. will use its best efforts, on behalf of the owner, to obtain the most favorable terms and conditions for the owner in respect of the sale of the Policy, including, without limitation, the best price for the Policy. Life Insurance Settlements, Inc. issues no guarantee that the life insurance policy will be sold, and is under no obligation to purchase the policy or to ultimately find a life settlement provider for the policy(ies) and is not responsible for any breach committed by a life settlement provider, if such life settlement provider is identified.

Signature of Insured	Date	Printed Name	Signature of owner (If other than insure	Date ed)	Printed Name
Signature of Insured (If more than one)	Date	Printed Name	Signature of owner (If more than one)	Date	Printed Name

Signature of Authorized Officer of Life Insurance Settlements, Inc. Date LIS.WI BOR 11/29/10