

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

Policy Owner/Viator 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.) _____

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LIFE INSURANCE INFORMATION

Insurance Company _____ Policy Number _____ Face Amount _____

Date of Issue _____ Policy Type (WL, UL, SUL, Term, etc.) _____ Current Premium _____

Initial Policy Owner (at time of Issuance) _____

Name of current 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 policy owner's original purpose for buying the policy? _____

Before or at the time the policy was issued, did the insured, policy owner or any other party arrange to transfer, sell or assign, directly or indirectly the policy or any benefits to a third party ___ Yes ___ No

If yes, describe the arrangement in detail and provide copies of documents relating to the arrangement.

Has the insured or policy owner ever assigned the policy or policy benefits to any person or entity?

___ Yes ___ No

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 trust grantors and trust beneficiaries.

Name nature of the interest date and manner interest was obtained relationship to insured

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For additional policy information, please provide a supplementary page.

The undersigned represents that:

- A. The information contained herein is complete and accurate and may be relied upon by Viatical Settlement Broker/Viatical Settlement Providers and Financing Sources.
- B. The undersigned will immediately notify Broker 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 John R. Haynie , 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, viatical 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 **Date**
(If more than one owner)

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 **Date**
(If more than one insured)

Witness’ Full Name (Type or Print)

Witness Signature **Date**

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 John R. Haynie or its designee, any or all information concerning the above policy.

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

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 I.D#

DISCLOSURE

The owner of the life insurance policy to be viaticated, the viator, should be aware of the following:

1. That there are possible alternatives to viatical settlement contracts for persons with catastrophic or life threatening illnesses, including accelerated benefits offered by the issuer of the life insurance policy.
2. That some or all of the proceeds of the viatical settlement may be taxable under federal income tax and state franchise and income tax, and that assistance should be sought from a professional tax advisor.
3. That the viatical settlement may be subject to the claims of creditors.
4. That receipt of a viatical settlement may adversely affect the recipient's eligibility for Medicaid or other government benefits or entitlements and that advice should be obtained from the appropriate government agencies.
5. The life settlement broker 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 settlement provider company, not the viator, may compensate 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.
6. That the viator has the right to rescind a viatical settlement contract before the earlier of 30 calendar days after the date it is executed by all parties or 15 calendar days of the receipt of the viatical settlement proceeds by the viator, whichever is less, as provided in section 60A.970, subdivision 3. Rescission, if exercised by the viator, is effective only if both notice of the rescission is given, and the viator repays all proceeds and any premium, loans, and loan interest paid on account of the viatical settlement within the rescission period. If the insured dies during three rescission period, the viatical settlement contract shall be deemed to have been rescinded, subject to repayment by the viator or the viator's estate of all viatical settlement proceeds and any premiums, loans, and loan interest to the viatical settlement within 60 days of the insured's death;
7. Funds will be sent to the viator within three business days after the viatical 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. That entering into a viatical settlement contract may cause other rights or benefits, including conversion rights and waiver of premium benefits that may exist under the policy certificate, to be forfeited by the viator. Assistance should be sought from a financial adviser;
9. 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;

10. That following execution of a viatical 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. This contact shall be limited to once every three months if the insured has a life expectancy of one year or less. Contacts shall be made only by a viatical settlement provider licensed in the state in which viator resided at the time of the viatical settlement, or by the authorized representative of a duly licensed viatical settlement provider.
11. Disclosure to a viator under this subdivision includes distribution of a brochure describing the process of viatical 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 viatical settlement broker shall provide the viator with at least the following disclosures no later than the date the viatical settlement contract is signed by all parties. The disclosure shall be conspicuously displayed in the viatical settlement contract or in a separate document signed by the viator and provide all of the following information:

- a. The name, business address, and telephone number of the viatical settlement broker.
- b. A full, complete, and accurate description of all offers, counteroffers, acceptances, and rejections relating to the proposed viatical settlement contract
- c. Any affiliations or contractual arrangements between the viatical settlement broker and any person making an offer in connection with the proposed viatical settlement contracts.
- d. The name of each broker who receives compensation and the amount of compensation received by that broker, which compensation includes anything of value paid or given to the broker in connection with the life settlement contracts and where any portion of the viatical settlement broker's compensation is taken from a proposed viatical settlement offer, the broker shall also disclose the total amount of the viatical settlement offer and the percentage of the viatical settlement offer comprised by the viatical settlement broker's compensation.

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