



**VIATICAL
SETTLEMENT APPLICATION**

A. PERSONAL INFORMATION - Insured (PLEASE PRINT OR TYPE)

Insured's Name	Date of Birth	Social Security Number	Sex (male/female)
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2 nd Insured's Name	Date of Birth	Social Security Number	Sex (male/female)
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Address	Phone Number
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City	State	Zip Code
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Marital Status: Single/Never Married _____ Married _____ Widowed _____ Divorced _____

B. MEDICAL INFORMATION - Insured

Insured Medical History _____

2nd Insured Medical History _____

Primary Physician	Telephone Number
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Specialist	Telephone Number
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For additional physician information, please provide a supplementary page

C. PERSONAL INFORMATION - OWNER – Complete if Owner is an individual, other than insured

Owner's Name	Date of Birth	Social Security/Tax ID Number
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2 nd Owner's Name	Date of Birth	Social Security/Tax ID Number
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Address	Phone Number
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City	State	Zip Code
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Marital Status: __Single/Never Married __Married __ Divorced __ Separated __Widow/Widower

If Married Spouse's Name _____

Is the policy owner a defendant in any suits or legal actions? Yes _____ No _____

Has the policy owner ever declared bankruptcy? Yes _____ No _____

Drivers license # _____ State of Issue _____

LIS.MN 1(A)

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.) _____

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 _____

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

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



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 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. Expiration: 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. 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)



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 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 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.
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 the 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;

MN Disclosure (b)

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 (LIS) 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 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)
 MN Disclosure (b)

Witness Signature Date



A. VIATICAL 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 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 from Florida licensed companies.
- 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 viatical 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) _____:

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 viatical 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 viatical settlement broker, Life Insurance Settlements, Inc. will act exclusively on behalf of the Viator and the Insured, and owes duties to the Viator and the Insured, and has not acted on behalf of, and owes no duties to, the Purchaser or its successors or permitted assigns. The Viatical Settlement Broker, Life Insurance Settlements, Inc. will use its best efforts, on behalf of the Viator, to obtain the most favorable terms and conditions for the Viator 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.

 Signature of Insured Date Printed Name

 Signature of Viator Date Printed Name
 (If other than insured)

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

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

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

