



## Policy Evaluation and Application Form

### Personal Data

First Insured Name: \_\_\_\_\_ SS #: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Second Insured Name: \_\_\_\_\_ SS #: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Telephone Numbers: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_ Dependent Children: Yes \_\_\_\_\_ No \_\_\_\_\_

Have you been or are you now a party to bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please attach all discharge papers.

### Medical History

Please give a brief description of your medical condition:

\_\_\_\_\_  
\_\_\_\_\_

Name of Personal Physician: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Has the Insured used any tobacco or nicotine products within the last 5 years? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

**Please list the names and phone numbers of any additional Physicians and/or Specialist**

Name	Phone
_____	_____
_____	_____
_____	_____

**Policy Owner Information**

Policy Owner(s): \_\_\_\_\_

Name(s) of Trustee(s): \_\_\_\_\_ SS or Tax ID#: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Numbers: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_ Dependent Children: Yes \_\_\_\_\_ No \_\_\_\_\_

Have you been or are you now a party to bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please attach all discharge papers.

**\*\*\*Please list any additional owners or Trustees on a separate sheet.**

**Beneficiary Information**

Name(s) of Beneficiary(ies): \_\_\_\_\_

**Life Insurance Policy Information**

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Date of Issue: \_\_\_\_\_

Coverage/Face Amount: \$ \_\_\_\_\_ Amount of Premium: \_\_\_\_\_

Date the Last Premium was Paid: \_\_\_\_\_ Date Next Premium is Due: \_\_\_\_\_

Policy Owner Type: **Circle one:** A. Individual B. Trust C. Corporation

Policy Type: **Circle one:** A. Term B. Whole Life C. Universal Life D. Survivorship E. VUL F. Other

Loans: \$ \_\_\_\_\_ Current Surrender Value: \$ \_\_\_\_\_

Has this Policy ever lapsed? Yes \_\_\_\_\_ No \_\_\_\_\_

What is the Reason for the Sale of this Policy? \_\_\_\_\_

**Supplemental Life Insurance Policy Information:**

1. Has this Policy or any of its proceeds ever been used as security for a loan made to the original policy owner (or any affiliate of the original policy owner) for the purpose of paying all or part of the ongoing policy premium payments? Yes \_\_\_\_\_ No \_\_\_\_\_

2. If Viator purchased this Policy with financial assistance from a lender or investor (“Financier”), do any of the following apply to the financing?

(a) the original policy owner or the Insured received a financial inducement to finance the premiums: Yes \_\_\_\_\_ No \_\_\_\_\_

(b) the Financier has a potential interest in the death benefit or possible proceeds from the sale of this Policy: Yes \_\_\_\_\_ No \_\_\_\_\_

(c) the financing arrangement included a pre-arrangement to sell this Policy: Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer to question 1 or any of the questions in 2 above is Yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

3. Has there ever been an option or other arrangement of any kind to purchase, sell or transfer any of the following?

(a) the Policy: Yes \_\_\_\_\_ No \_\_\_\_\_

(b) the beneficial interest in the Policy: Yes \_\_\_\_\_ No \_\_\_\_\_

(c) the entity owning the Policy: Yes \_\_\_\_\_ No \_\_\_\_\_

4. Please state the basis for the original policy owner’s (if not the Owner) insurable interest in the life of the Insured(s): \_\_\_\_\_  
\_\_\_\_\_

5. Does the Insured require substantial supervision due to concerns about his/her health and safety because of severe cognitive impairment or has the Insured been diagnosed or treated by a licensed member of the medical profession consulted by the applicant for any catastrophic, terminal, life-threatening or chronic illness, disease, or medical condition that will reasonably be expected to result in a life expectancy of twenty-four (24) months or less? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_

6. Of the following daily living activities, **(Circle)** any activity listed below which the Insured can perform only with assistance from another person.

Eating	Toileting	Dressing
Mobility	Bathing	Continence

**Fraud Notice**

**"Any person who knowingly presents false information in an application for insurance or for a viatical settlement contract may be guilty of a crime and may be subject to fines and confinement in prison."**

**Signatures**

I/We understand that Stonehill Settlements Inc., has a duty to find the most competitive offer available for my/our life insurance policy (ies). Therefore, I/we hereby grant to Stonehill Settlements Inc., the exclusive right to broker my/our life insurance policy(ies) which may only be terminated upon thirty (30) days prior written notice. Prior to making the decision to sell the Policy, I/We have had the opportunity to discuss any questions about the transaction with other appropriate professionals such as my/our lawyer, accountant and tax advisor or have freely chosen not to do so.

I/We agree that all of the information provided in this application is material and represent and warrant that all of the information is true and correct to the best of my/our knowledge.

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Signature of Insured 1	Printed Name of Insured 1	Date
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Signature of Insured 2	Printed Name of Insured 2	Date
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Signature Policy Viator—(if other than insured)	Printed Name of Policy Viator	Date
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Signature Policy Viator 2—(if applicable)	Printed Name of Policy Viator 2	Date
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Signature of Witness	Printed Name of Witness	Date
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Signature of Viatical Settlement Broker	Printed Name of Viatical Settlement Broker	Date
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## Policy Viator Disclosure

The owner (viator) of the life insurance policy, as well as each person insured by the life insurance policy (an insured), should be aware of the following:

1. Some or all of the proceeds of your viatical settlement may be taxable under federal income tax and/or state franchise and income tax laws. You should consult a professional tax advisor.
2. The sale of your insurance policy may affect your right to receive Medicaid or other government benefits or entitlements. Advice on such effects should be obtained from the appropriate government agencies.
3. Stonehill Settlements Inc. will only process your life insurance policy through licensed viatical settlement providers to the extent required by applicable law.
4. Stonehill Settlements Inc. will be compensated. The viatical settlement provider company, not the policy owner, will compensate Stonehill Settlements Inc. 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. Compensation can include, but is not limited to, bonuses, overrides or other funds in addition to broker commissions.
5. There are possible alternatives to selling your life insurance. This may include the option of an accelerated death benefit or policy loans offered by your life insurance company. You are advised to consult a financial advisor, certified public accountant or an attorney regarding these potential alternatives.
6. Stonehill Settlements Inc., a viatical settlement broker, has no affiliation with any provider or independent third-party escrow agents. The name, address, and telephone number of the provider; the name, business address, and telephone number of the independent third-party escrow agent; will be provided to the policy owner as soon as such information becomes available. You may, if you wish, inspect or receive a copy of the escrow agreements or documents for your settlement from the escrow agent.
7. Once you have received your viatical settlement contract proceeds from the sale of your life insurance policy, you will have thirty (30) days from receipt of the viatical settlement contract proceeds in which to rescind the transaction. If the insured dies during the rescission period the viatical settlement contract shall be deemed rescinded, subject to repayment of all viatical settlement contract proceeds.
8. Funds will be sent to the viator within three business days after the written acknowledgement is received that ownership is transferred and the beneficiary has been designated.
9. Your 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 or certificate, to be forfeited by the Policy Viator. Assistance should be sought from a financial advisor.
10. Viatical Settlement proceeds could be subject to the claims of creditors.
11. 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.

12. The insured may be contacted for determining health status and confirming address and telephone number, once every six months if the insured has a life expectancy of more than one year, and once every three months if the insured has a life expectancy of one year or less.

13. All information provided by a viator or insured to a viatical settlement provider or viatical settlement broker will be shared with the insurer that issued the life insurance policy that is the subject of the viatical settlement.

14. Stonehill Settlements Inc., a viatical settlement broker, represents the viator exclusively, not the provider or insurer, and owes a fiduciary duty to the viator to act in the best interests of the viator.

**Applicant’s Acknowledgement of Receipt of a Brochure on Viatical Settlements**

By my signature below, I/we confirm and acknowledge receipt of a brochure describing the process of viatical settlements.

**Signatures**

I/We acknowledge that I/We have read and understand the contents of the DISCLOSURE NOTICE.

Signature of Insured 1	Printed Name of Insured 1	Date
Signature of Insured 2	Printed Name of Insured 2	Date
Signature Policy Viator–(if other than insured)	Printed Name of Policy Viator	Date
Signature Policy Viator 2–(if applicable)	Printed Name of Policy Viator 2	Date
Signature of Witness	Printed Name of Witness	Date
Signature of Viatical Settlement Broker	Printed Name of Viatical Settlement Broker	Date

**Authorization for Disclosure of Protected Health Information  
(HIPAA Compliant)**

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

1. **Classes of Persons Authorized to Disclose My Protected Health Information:** I authorize each doctor, hospital, nurse, pharmacy, physician, physician practice group, laboratory and any other type of health care provider (each, an “Authorized HCP”) having any PHI about me to disclose any and all of my PHI as provided under this authorization. I acknowledge that all of my PHI in the possession or control of any authorized HCP is necessary for the purpose for which this authorization is given as described below. 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 (a) Stonehill Settlements Inc., (b) any viatical settlement provider, (c) any person who may seek to purchase any life insurance policy insuring my life or other insurance product I own, (d) any financing entity of a viatical settlement provider, including, but not limited to, any of its underwriters, lenders, purchasers of securities and credit enhancers, (e) any life expectancy provider, (f) any life insurance company that has issued a life insurance policy insuring my life, and (g) any of the respective affiliates, agents, employees, representatives, advisors, successors and assigns of any of the persons or entities covered in the immediately foregoing clauses (a) through (f), inclusive (each, an “Authorized Recipient”).
3. **Description of Protected Health Information 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, including information relating to psychiatric or neuropsychiatric conditions, AIDS/HIV and/or drug or alcohol abuse/treatment. The purpose of this authorization and all disclosures of my PHI made under this authorization are for purposes of allowing the Authorized Recipient (a) 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 any Authorized Recipient and (b) 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, that any Authorized Recipient purchases.
4. **Expiration of Authorization:** This authorization shall remain valid until, and shall expire, two (2) years from the date hereof.
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: I understand that no authorized 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 as of the date written below 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 retained a copy of this signed authorization for future reference.

INDIVIDUAL:

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Signature of Insured	Printed Name of Insured	Date
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Signature of Witness	Printed Name of Witness	Date
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New York, NY 10001  
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### Authorization for Release of Policy Information

I hereby request and authorize \_\_\_\_\_ (Insert Name of Insurance Company), the issuer of life insurance policy number \_\_\_\_\_, owned by \_\_\_\_\_ (Insert Name of Policy Owner), and insuring the life of \_\_\_\_\_ (Insert Name of Insured), to release to Stonehill Settlements Inc., and/or its agents, successors, assignees, and affiliates, and their authorized representatives, any and all information concerning the above policy (including any conversions thereof or replacements therefore). This includes, but is not limited to, a complete copy of all policies and policy forms, master policies and certificates for any group policies, all applications, policy illustrations, verification of coverage forms, annual or periodic statements, premium information, change of ownership forms, change of beneficiary forms, and collateral and/or absolute assignment forms, as well as all other information reflecting ownership and benefits payable under the policy, liens and assignments, premium waivers, and all provisions of the policy related to the foregoing.

This Authorization shall be effective and remain valid for twenty-four (24) months from the date of signature entered below. However, if any governing law or regulation limits this authorization to a shorter period of time, then this Release shall remain in force for the maximum period of time allowed by law.

I agree that any copy or facsimile of this Authorization shall be as valid as the original.

This Authorization may be signed in counterparts if required to complete execution. This Authorization is effective as to each Insured and each Policy Owner immediately upon witnessing of such individual's signature, and is not conditioned upon signature by other insureds or Policy Owners. It shall be sufficient that the signature on behalf of each party appear on one or more such counterparts. However, witnesses must sign the same sheet at the same time as signature of the person whose signature is being witnessed.

#### EXECUTED BY THE POLICY OWNER AS FOLLOWS:

Signature Policy Viator	Printed Name of Policy Viator	Date
Signature of Witness	Printed Name of Witness	Date
Signature Policy Viator 2	Printed Name of Policy Viator 2	Date
Signature of Witness	Printed Name of Witness	Date



# Selling Your Life Insurance Policy

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## *Understanding Viatical Settlements*

### **What is a Viatical Settlement?**

A viatical settlement is the sale of a life insurance policy to a third party. The owner (*viator*) of the life insurance policy sells the policy for an immediate cash benefit.

The buyer (the viatical settlement provider) becomes the new owner of the life insurance policy, pays future premiums, and collects the death benefit when the insured dies.

At one time, most viatical settlements were from people with a life-threatening illness. Now, individuals who are not facing a health crisis may sell their life insurance policies to get cash.

*Your state insurance department and the National Association of Insurance Commissioners want you to have the facts before you sell your life insurance policy. This brochure provides some of that information, but it is only a starting point. Consult your own professional financial advisor, attorney, or accountant to help you decide if this is the most suitable arrangement for you.*

### **Consider Your Options**

If you're selling your policy to get cash to pay expenses, check all of your options. You may find a way to get more cash from your life insurance policy.

1. Ask your insurance agent or company if you have any cash value in your life insurance policy. You may be able to use some of the cash value to meet your immediate needs and keep your policy in force for your beneficiaries. You may also be able to use the cash value as security for a loan from a financial institution.
2. Find out if your life insurance policy has an *accelerated death benefit*. An accelerated death benefit typically pays some of the policy's death benefit before the insured dies. It may be a way for you to get cash from a policy without selling it to a third party.

## Consumer tips

- Comparison shop. Get quotes from several companies to make sure you have a competitive offer.
- Find out the tax implications. Not all proceeds received from the sale of your life insurance policy are tax free.
- It's important to know that any of your creditors could claim your cash settlement.
- Find out if you will lose any public assistance benefits such as food stamps or Medicaid if you get a cash settlement.
- The buyer of your policy can periodically ask you about your health status. The buyer is required to give you a privacy notice outlining who will get this personal information. Be sure to read it.
- Check all application forms for accuracy, especially your medical history. All questions must be answered truthfully and completely.
- Make sure the viatical settlement provider agrees to put your settlement proceeds into an independent escrow account to protect your funds during the transfer.

Find out if you have the right to change your mind about the settlement AFTER you get the money. If so, how many days do you have to reconsider and return the money?

## Questions to Ask

- Do I still need life insurance protection?
- If I sell my policy, how do they decide how much cash I get?
- Is this an employer or other group policy? If so, do I need permission to sell it?
- If I sell my policy, who will be the legal owner?
- Do I need the advice of a tax or estate planning advisor before I decide to sell my policy?
- Who will have specific information about me, my family or my health status?
- After I sell my policy, can it be resold by the buyer?

*Your state insurance department may have a list of viatical settlement providers and brokers that are licensed to do business in the state. Contact them to make sure yours are on the list.*

## Always Check with Your State

- Contact your state insurance or securities departments to learn about the issues and risks of viatical settlements if:
  - you're considering selling your life insurance policy;
  - you're asked to sell your life insurance policy *and* your health hasn't changed since you bought the policy;
- you're asked to buy a new life insurance policy and immediately sell it for cash.

## Buying a Life Insurance Policy?

If you're interested in buying a life insurance policy as an investment, contact your state insurance department before you make a decision.