



Funeral Financial, LLC

POLICY DENIED, CONTESTED OR DELAYED

Date: _____
DECEDENT/INSURED: _____
Insurance Company & Policy: _____

The life insurance policy of (Deceased) is contestable. That means the funeral home and beneficiary (ies) have 2 choices (options). Both the funeral director and beneficiary need to choose AND initial their choice of one of these options:

OPTION 1: _____ /Beneficiary Initials _____ /Initials of Funeral Director

The insurance policy will absolutely pay Any additional money payment may be denied for prior health reasons, as discussed in the life insurance policy and application. Our company will pay this amount directly to FUNERAL HOME as soon as/immediately upon receipt of its irrevocable assignment and proper verification of the INSURED's life insurance policy.

OR

OPTION 2: _____ /Beneficiary Initials _____ /Initials of Funeral Director

Our Company retains all the proceeds paid by the insurance company regardless of amount which may be the full face amount of the Policy. In consideration, Our Company (FFC) will pay either all or a portion of the funeral costs for the burial of Decedent if the Beneficiary(ies) **sells the face value** of the life policy of Our company will pay directly to the FUNERAL HOME upon receipt of the contract for full face value of the policy and proper verification of DECEDENT's life insurance policy. Our company guaranties that if the insurance company pays less than the amount we sent to the FUNERAL HOME, the family, Beneficiary(ies) and/or FUNERAL HOME will not owe our company any money for the funeral expenses of DECEDENT.

 Beneficiary Signature _____
 Print Beneficiary Name

Beneficiary – I read the above agreement. Under Option 2 above, I understand all proceeds paid by the insurance company belong to Funeral Financial.

 Funeral Director Signature _____
 Print Funeral Director Name

Funeral Director - I reviewed and explained Options 1 and 2 of the above agreement with the beneficiary(ies). Beneficiary (ies) agreed to: Option 1 Option 2.



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DECEDENT/INSURED:

Insurance Company &

Policy Number:

I understand that any amount paid by the insurance company goes to FUNERAL FINANCIAL and I no longer have any rights to any monies from the above insurance policy by accepting a payment in the amount of _____ in exchange for insured's contestable life insurance proceeds & policy rights.

→

_____ Date _____
SIGNATURE of beneficiary(ies)



FFC

**IRREVOCABLE ASSIGNMENT & REASSIGNMENT ("IA")
& Limited Durable Power of Attorney ("POA")**

DECEDENT: _____

INSURANCE COMPANY, BUSINESS OR GOVERNMENT ENTITY (hereinafter referred to as "ICBG"): _____

INSURANCE POLICY, PLAN, ANNUITY, CLAIM or BENEFIT NUMBER(S) (hereinafter referred to as "Policy"): _____

FOR VALUE RECEIVED the undersigned person(s) equitably or legally entitled to the benefits, now or in the future, under the above mentioned or described Policy hereby irrevocably assigns, sets over, conveys, transfers and/or sells to _____ (hereinafter referred to as "FH")

6145 WEDGWOOD DR, FORT WORTH, TX 76133, its successors and assigns the sum of \$ _____ plus statutory or contractual interest from the date of death and all premiums which are to be paid from the benefits, proceeds, premium(s) and interest of the above-mentioned or described Policy or any life insurance benefit of the undersigned person(s) connected to Decedent. In addition, the undersigned person(s) assigns all of my/our claims & causes of action connected with the Policy including, but not limited to, all benefit & non-benefit ERISA claims.¹ The undersigned person(s) hereby irrevocably authorizes the above-named ICBG to make payment of the sum specified herein to the FH or its Assigns on its order. The consideration for this IA is FH rendering funeral services or assisting with the disposition of remains of the above-named Decedent which services have been specifically ordered and accepted by me/us and/or additional monies advanced to me/us for my/our personal benefit. For valuable consideration, the undersigned FH does hereby irrevocably assign, transfer, convey and/or sell to FUNERAL FINANCIAL ("FFC") its successors and assigns all of FH's right, title and interest in the IA, and the insurance proceeds and Policy benefits and causes of action therein referred to, and do hereby direct that payment be made to FFC hereby ratifying, confirming and approving anything that the said FFC may do by virtue of the authority and direction given herein. In addition, the undersigned FH assigns the right to collect from person(s) who is/are liable for Decedent's funeral or cemetery expenses. **TIME IS OF THE ESSENCE, the undersigned person(s) hereby irrevocably authorizes and directs insurance company, third party administrator, record keeper or any business or government entity to give FH & FFC any confidential, medical or Policy information that FFC and/or FH require regarding Decedent, Beneficiary(ies) and said Policy by email, fax or phone to HELP THE FAMILY SECURE TIMELY ARRANGEMENTS FOR DECEDENT'S FUNERAL or BURIAL** and to ensure proper payment of Policy benefits. The undersigned person(s) authorizes disclosure of Protected Health Information Pursuant to HIPAA 45 C. F. R. 164.512 to FFC. The undersigned person(s) and FH hereby irrevocably appoint FFC or its Assigns as my/our Attorney-in-Fact to act for me/us with full power to make collection of, compromise, settle and receipt for the proceeds of said Policy in my/our names or otherwise with authority to: endorse checks and benefit forms in my/our individual, estate representative, trustee or FH capacity; receive & complete claim forms or packets; receive information concerning Decedent's above-mentioned or described Policy; obtain plan documents; receive medical or confidential information pursuant to HIPAA, ERISA and/or FOIA; add, redo or amend this IA; order death certificates of Decedent; insert my/our signature on claim, assignment or benefit forms as fully as I/we myself/ourselves could do, with full power of substitution and revocation hereby ratifying and confirming all that my/our attorneys or their substitutes may do or cause to be done by virtue of the authority and direction given herein even if undersigned subsequently becomes incapacitated. In the event that any payment is made to me/us for the Policy subsequent to the execution of this IA, such proceeds shall be delivered in the original form received to FFC or its Assigns; such proceeds will not be commingled with any of our other funds or property but will be held separate and apart therefrom and upon an express trust until delivery thereof is made to FFC or its Assigns. The undersigned person(s) & FH hereby expressly consent and agree to personally submit to the jurisdiction of all levels of any and all State and Federal Courts located in Tarrant County, the State of Texas, arising out of any and all litigation which occurs as a result of any dispute regarding this IA, POA or Policy. The substantive law of the state where decedent died will be used to enforce IA against ICBG. I/we agree to pay all costs, expenses, and reasonable attorney's fees incurred in enforcing any of the covenants and provisions of this IA and incurred in any action brought against me/us on account of the provisions hereof. The undersigned & FH attests that the information in this IA is accurate. **FFC promises non-recourse** if there is no fraud or misrepresentation of any information given to FFC. Otherwise, on demand, the undersigned & FH promise to pay to the order of FFC \$ _____ with interest at the highest permissible rate allowed under Texas Statutes until paid. I/We warrant and represent individually, jointly, and severally that I/We have not heretofore assigned any of the proceeds of the Policy to any person(s) or entity(ies) whatsoever. Notwithstanding, I/We hereby revoke any and all other prior assignments made by me/us of the proceeds of the above captioned Policy to any person(s) or entity(ies) whatsoever prior to the date below and attest this IA take precedence over any assignment of the proceeds of the above captioned Policy. In the event that any payment is made to FFC for the above-mentioned Policy that is in excess of the assigned total, the undersigned person(s) & FH hereby agree that FFC, its successors or assigns, will take possession of the excess amount for itself until such time as the undersigned person(s) & FH agree in writing to its distribution. If the undersigned & FH do not agree in writing within one year after receipt of the excess funds, the excess funds belong solely to FFC. **If the Policy is not included with the claim, after a diligent search, I/we attest the Policy is LOST. The undersigned person(s) and FH attest the Decedent is dead. I/we attest that a copy of this IA and POA is intended to be treated as if it were the original.** In the event any covenants and provisions are determined invalid, all other covenants and provisions will remain intact & enforceable. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS **THIS** _____ DAY OF _____, 20____.

→ _____
BENEFICIARY'S SIGNATURE & RELATIONSHIP

→ _____
BENEFICIARY'S SIGNATURE & RELATIONSHIP

Beneficiary Name	Your relationship to the Deceased?	Address (Street, City, State, Zip)	Birthdate	Social Security #
	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Sibling <input type="checkbox"/> Other: _____			
	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Sibling <input type="checkbox"/> Other: _____			

→ _____
FUNERAL DIRECTOR'S / CEMETERIAN'S SIGNATURE

→ _____
FUNERAL HOME or CEMETERY NAME

On ____ / ____ /20____, before me, _____, a Notary Public, personally appeared _____, **beneficiary(ies)** and _____, **funeral director(s)** who acknowledge themselves to be the persons whose names are subscribed to the within instrument. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC SIGNATURE & STAMP