

TO GET STARTED: ● **COMPLETE THE IRREVOCABLE ASSIGNMENT and**
 ● **VERIFICATION OF CLAIM AND LIMITED DURABLE POWER OF ATTORNEY**
 ● **FAX BOTH FORMS WHEN SIGNED TO 469-893-1248 OR EMAIL Ray@mortuaryfinancial.com**
Call Mortuary Financial Services at 972-238-7700 to make sure claim is received.

VERIFICATION OF CLAIM AND LIMITED DURABLE POWER OF ATTORNEY

INSURED NAME: _____ **SS#** _____
DATE OF BIRTH: _____ **DATE OF DEATH:** _____
PLACE OF DEATH: ADDRESS: _____ **CITY/STATE:** _____
CAUSE OF DEATH: Natural Homicide Suicide Accident Unknown (detail below)

INSURANCE BENEFIT: TYPE OF INSURANCE COVERAGE? GROUP POLICY? INDIVIDUAL POLICY?
If GROUP INSURANCE, provide Employer (Company Name), a Contact Name, & Phone Number:

INSURANCE COMPANY NAME _____
POLICY (IES) # for this Claim: _____

\$ _____ FUNERAL / CEMETERY BILL ASSIGNMENT WITH CASH ADVANCES

FUNERAL HOME NAME: _____

Beneficiary 1: _____
 Your Social Security #: _____ Date of Birth _____
 Relationship to Deceased: Parent Spouse/Life Partner Grandparent Aunt/Uncle Brother/Sister
 Son/Daughter Other (Explain): _____
 Address (City/State/Zip) & Phone #: _____

Beneficiary 2: _____
 Your Social Security #: _____ Date of Birth _____
 Relationship to Deceased: Parent Spouse/Life Partner Grandparent Aunt/Uncle Brother/Sister
 Son/Daughter Other (Explain): _____
 Address (City/State/Zip) & Phone #: _____

**DIRECTIVE and LIMITED DURABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST
 THIS IS NOT A FIDUCIARY RELATIONSHIP**

TO WHOM IT MAY CONCERN: Upon presentation of this form, or a photo static copy thereof which is as valid as the original, you are authorized and directed to disclose insurance information and produce any documents required to settle any life insurance benefit on the Insured to **Mortuary Financial Services (“MFS”)**¹. The undersigned principal(s) **individually hereby expressly: (1) authorize disclosure of Protected Health Information of Insured & Beneficiaries pursuant to HIPAA 45 C. F. R. 164.512 to MFS; (2) irrevocably appoint MFS as principal’s Agent and Attorney-in-Fact** with full power of substitution, to act for me/us with full power and authority to (i) enforce collection of, compromise, assign, settle and give receipt for any benefits & proceeds connected with or related to Insured & Beneficiary(ies) to the extent necessary to **fully cover Insured’s funeral cost or assignment amount**, (ii) endorse or sign: claim forms, checks, assignments and estate forms in principal’s individual, estate representative, and trustee capacity,(iii) receive, complete and sign any claim, assignment, probate or small estate forms on behalf of principal(s) connected with or related to Insured (iv) receive plan documents, insurance, medical and confidential information concerning the Insured & Beneficiary, (v) **insert, add or amend information on assignments of Insured & Beneficiary to correct errors, clarify ambiguities, and give further legal effect to the purpose and intent hereof**, (vii) **order death certificates of Insured**, (viii) insert or copy undersigned’s signature on any claim, assignment, small estate, tax, funeral bill, complaint or benefit forms as fully as undersigned could personally do, (ix) file lawsuits in my/our name **(3) ratify and confirm all that my/ our attorney in fact may do or cause to be done by virtue of the authority and direction given herein, and (4) this power of attorney is not affected by subsequent disability or incapacity of any undersigned principals or beneficiary.** The undersigned principal(s) 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 Directive or Limited Durable Power of Attorney and any assignment thereof. The undersigned principal(s) agree a copy of this agency agreement is to be treated as the original and my/our signature is to be used as an electronic signature pursuant to 15 USCS § 7001. The undersigned principals understand this agency agreement is coupled with MFS’s interest in the above described insurance proceeds. **THE UNDERSIGNED PRINCIPAL(S) AGREE TO HOLD HARMLESS INSURER, ENTITY, MFS OR ANY PERSON FROM ALL LIABILITY BY HONORING THIS POWER OF ATTORNEY, DISCLOSING INFORMATION & PAYING ASSIGNED AMOUNT TO MFS.**

→ /S/ _____ [Rel: _____] → /S/ _____ [Rel: _____]
BENEFICIARY’S SIGNATURE & RELATIONSHIP **BENEFICIARY’S SIGNATURE & RELATIONSHIP**

On ____ / ____ /20____, before me, _____, a **Notary Public**, personally appeared _____
(Beneficiary(ies)) who acknowledge him/her self to be the person whose name and capacity is subscribed to the above Power of Attorney. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

1 - Assumed name of Surety Capital Corporation

NOTARY PUBLIC SIGNATURE & STAMP

IRREVOCABLE ASSIGNMENT ("IA")

INSURED: _____

INSURANCE COMPANY, BUSINESS OR GOVERNMENT ENTITY ("ICBG"): _____

INSURANCE POLICY, PLAN, ANNUITY, CLAIM or BENEFIT # (S) ("Policy"): _____

FOR VALUE RECEIVED, the undersigned being all of the persons or entities equitably, legally, or through probate, entitled to receive and dispose of the benefits, payable now or in the future, under the Policy (individually and collectively "**Beneficiaries**"), **hereby irrevocably assign, sell and/or transfer to** _____ ("**FH**") and its assigns, up to and including \$ _____ which is to be paid from **all the benefits**, proceeds, premium(s) and interest connected with the above INSURED and/or described Policy. In addition, the Beneficiaries assign & sell: accrued statutory or contractual interest from the date of death; unearned premiums; premium refunds; and all state and federal claims and causes of action against ICBG connected with the Policy and Insured, including but not limited to, all benefit, non-benefit ERISA¹ claims to FH and its assigns and agree all rights under the Policy shall be subrogated to FH and its assigns. The Beneficiaries hereby irrevocably consent to, authorize, and direct ICBG to make payments of the Policy benefits to FH and its assigns. The consideration for this IA is FH rendering funeral services or assisting with the disposition of remains of INSURED, which services have been specifically ordered and accepted by the undersigned, and if applicable, inclusive of advancing additional monies to the undersigned for personal benefit. **TIME IS OF THE ESSENCE. Beneficiaries hereby irrevocably authorize and direct the insurance company, third party administrator, record keeper or any business or government entity to deal directly with FH, its agent and assignee to give any information that they require regarding INSURED, Beneficiaries, and the Policy** either orally or in writing by email, fax, phone, and mail including confidential, personal and medical information to ensure: proper filing for and payment of Policy benefits, resolving any denial of Policy benefits, and determine the validity of any reason(s) for any delay of payment of Policy benefits, and to **PROVIDE IMMEDIATE HELP FOR THE FAMILY TO SECURE TIMELY ARRANGEMENTS FOR INSURED'S FUNERAL or BURIAL.** The Beneficiaries 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 and any assignment thereof. The Beneficiaries agree to cooperate with the FH and its assigns to get the IA paid. In the event that any payment is made to FH and/or its assigns for the Policy that is in excess of the amount stated above, the Beneficiaries agree FH and/or its assigns will take possession of the excess amount for itself until such time as Beneficiaries agree in writing to its distribution. If after one year there is no agreement in writing to its distribution; the Beneficiaries agree excess funds belong solely to FH and/or its assigns. The Beneficiaries agree to hold in trust any proceeds received from the Policy that were assigned to FH and/or its assigns and return such proceeds immediately. **If the Policy is not delivered with this IA, Beneficiaries represent after a diligent search the Policy is LOST.** Beneficiaries agree a copy of this IA is intended to be treated as if it were the original and their undersigned signature is an electronic signature pursuant to 15 USCS § 7001. The Beneficiaries affirm & attest under penalty of perjury **the Insured is dead.** The Beneficiaries affirm and attest that they are of sound mind, 18 or older, understand the meaning of this IA, and are entering into this IA with the intent it be binding on them. Beneficiaries by their signature below agree to this IA & any reassignment of this IA. 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____.

→ /s/ _____ [Rel: _____]
BENEFICIARY'S SIGNATURE & RELATIONSHIP

→ /s/ _____ [Rel: _____]
BENEFICIARY'S SIGNATURE & RELATIONSHIP

IRREVOCABLE REASSIGNMENT ("IRA")

FOR VALUE RECEIVED, the undersigned FH does hereby irrevocably assign, transfer, and/or sell unto **Mortuary Financial Services ("MF") LOCK BOX 123550, FORT WORTH, TX 76121-3550** ², its successors and assigns, all of FH's right, power, title and interest in, to and under the above IA and the Policy, including all benefits, subrogation rights and causes of action, and does hereby direct that all payments be made to MF. FH hereby irrevocably appoints MF and its representatives as its Agent & Attorney-in-Fact to act for it with full power to make collection of, compromise, settle and receipt for the proceeds of the above Insured & Policy and authority to endorse checks; **order death certificates**; and sign and complete assignments, pre-need or insurance claim forms as fully as FH could do, with full power of substitution and this power of attorney is not affected by subsequent disability or incapacity of the undersigned including if undersigned subsequently ceases to do business. FH agrees this IRA is to be treated as if it were the original and the signature is an electronic signature pursuant to 15 USCS § 7001. The FH agrees to cooperate with MF to get IRA paid. **This IRA is Non-Recourse Factoring to FH** unless a breach of contract occurs where MF determines, in its sole discretion, there is fraud or negligence related to the IA or IRA or FH fails to cooperate with MF to get IRA paid. The FH agrees to hold in trust any proceeds received that were assigned to MF and return proceeds to MF immediately. FH hereby expressly consents and agrees 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 IRA and any assignment thereof. **FH affirms & attests under penalty of perjury the Insured is dead.** FH by their signature below agree to this IRA. All terms used in this IRA shall have the meaning herein and the above IA. **IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS** _____ **DAY OF** _____, 20____.

→/s/ _____
FUNERAL HOME / CEMETERIAN by AUTHORIZED SIGNATURE

FUNERAL HOME or CEMETERY NAME

On ____/____/20____, before me, _____, a Notary Public, personally appeared _____ (Beneficiary(ies) and _____ (Funeral Home Agent) who acknowledge him/her self to be the person whose name and capacity is subscribed to the above IA & IRA. **IN WITNESS WHEREOF, I hereunto set my hand and official seal.**

1 - Employee Retirement Income Security Act ("ERISA").
2 - Assumed name of Surety Capital Corporation

NOTARY PUBLIC SIGNATURE & STAMP



STATE OF: _____)
)
COUNTY OF: _____) SS.

AFFIDAVIT OF INSURED’S PROOF OF DEATH

_____, being duly sworn under oath
deposes says under penalties of perjury that:

“On (date) _____ the Insured _____ (“Decedent”) died and _____ (“FH”) performed the services for the named deceased at the request of the beneficiary (ies) (“Beneficiaries”) of the insurance policy (ies) issued by the Life Insurance Company _____.

- 1. The Decedent’s primary cause of death was () natural or () accidental () homicide.
- 2. The Beneficiaries of the Decedent’s insurance policy (ies) has assigned the proceeds to **Mortuary Financial Services**, P.O. Box 123550, Fort Worth, TX 76121 (irrevocable assignment attached).
- 3. Since the death certificate is not yet available, I am submitting the affidavit and the attached obituary and/or program in lieu thereof as proof of death.
- 4. I affirm and attest under penalty of perjury the Insured is dead.”

Signature

FUNERAL DIRECTOR or AGENT OF FUNERAL HOME or CEMETERY

Subscribed and sworn to before me this ____ day of _____ 20 ____.

NOTARY PUBLIC My commission expires