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# FAX

**FAX #: 817-984-8809**

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**Phone:** 817-850-9800

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**Company Name:** Surety Capital Corporation

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**From:**

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**Phone:**

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**Company Name:**

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**Fax:**

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**Number of Pages:**

**CONFIDENTIAL**



**VERIFICATION FORM**

DATE \_\_\_\_\_ FUNERAL HOME \_\_\_\_\_

DECEASED \_\_\_\_\_ SS# \_\_\_\_\_

DATE OF DEATH \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PLACE OF DEATH \_\_\_\_\_

CAUSE OF DEATH (IF KNOWN) \_\_\_\_\_

INSURED, IF DIFFERENT THAN DECEASED: \_\_\_\_\_

INSURANCE POLICY (IES) NUMBER(S): \_\_\_\_\_

AMOUNT OF THE ASSIGNMENT: \_\_\_\_\_

INSURANCE COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

INSURANCE COMPANY'S TELEPHONE NUMBER \_\_\_\_\_

GROUP (EMPLOYER) \_\_\_\_\_

ADDRESS \_\_\_\_\_

GROUP TELEPHONE NUMBER \_\_\_\_\_

BENEFICIARY \_\_\_\_\_

RELATIONSHIP TO INSURED \_\_\_\_\_

**IF BENE DECEASED:**

DATE OF DEATH \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

PLACE OF DEATH \_\_\_\_\_



**IRREVOCABLE ASSIGNMENT ("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 and transfers to \_\_\_\_\_ (hereinafter referred to as "FH") **6145**

**WEDGWOOD DRIVE, 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, premiums and interest of the above-mentioned or described Policy or any life insurance benefit of the undersigned related to Decedent. The undersigned hereby irrevocably authorizes the above-named ICBG to make payment of the sum specified herein to the FH or its Assigns on its order. In addition, I/we assign all of my/our causes of action connected with the Policy including, but not limited to, all benefit & non-benefit ERISA claims.<sup>1</sup> The consideration for this IA is the 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. **TIME IS OF THE ESSENCE, the undersigned hereby irrevocably authorizes and directs insurance company, third party administrator, record keeper or any entity to give Surety Capital Corporation, ("SRYP") and/or FH any information that it may 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 hereby irrevocably appoints FH, SRYP and/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 or trustee capacity; receive & complete claim forms or packets; receive information concerning Decedent's above-mentioned or described Policy; order death certificates; obtain plan documents and information pursuant to HIPAA, ERISA and/or FOIA; order death certificates of Decedent; add, redo or amend this IA; 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 the FH 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 the FH, SRYP or its assigns. I/we 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, Policy, POA or any reassignment. The substantive law of the state where decedent died or where the Policy was issued will be used to enforce this IA, POA or reassignment 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, POA or any reassignment and incurred in any action brought against me/us on account of the provisions hereof. On demand, the undersigned promises to pay to the order of FH, SRYP or its Assigns \$ \_\_\_\_\_ 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 takes precedence over any assignment of the proceeds of the above captioned Policy. In the event that any payment is made to SRYP for the above-mentioned Policy that is in excess of the total assigned, the undersigned hereby agrees that SRYP will take possession of the excess amount for itself until such time as the undersigned and FH agree in writing to its distribution. If the undersigned and FH do not agree in writing within one year after receipt of the excess funds, the excess funds belong solely to SRYP or its successors or assigns. **If the Policy is not included, after a diligent search, I/we attest the Policy is LOST and if found will be returned to insurer.** I/we attest that a copy of this IA and POA is intended to be treated as if it were the original. **IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**BENEFICIARY'S SIGNATURE & RELATIONSHIP**

**BENEFICIARY'S SIGNATURE & RELATIONSHIP**

**IRREVOCABLE REASSIGNMENT ("IR")**

FOR VALUE RECEIVED, the undersigned does hereby assign, transfer, convey and set over unto SURETY CAPITAL CORPORATION, ("SRYP") its successors and assigns, all of our right, title and interest in and to the within IA & POA, and the insurance proceeds and Policy benefits therein referred to, and do hereby direct that payment be made to SRYP hereby ratifying, confirming and approving anything that the said SRYP may do by virtue of the authority and direction given herein. In addition, the undersigned assigns the right to collect from person(s) who is/are liable for decedent's funeral or cemetery expenses. The undersigned also irrevocably appoints SRYP and its assigns, as its Attorney-in-Fact to act for it with full power to make collection of, compromise, settle and receipt for the proceeds of said Policy and the authority to endorse checks, benefit forms, claim forms, preneed forms and order death certificates of Decedent; sign and fill out any claim form as fully as it could do, with full power of substitution even if undersigned subsequently becomes incapacitated or is no longer in business. In the event that any payment is made to me/us for the policies subsequent to the execution of this IA, such proceeds shall be delivered in the original form received to SRYP; 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 SRYP or its assigns. I/we 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, IR, Policy or POA. The substantive law of the state where decedent died will be used to enforce the IA, IR or POA 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, IR or POA and incurred in any action brought against me/us on account of the provisions hereof. On demand, the undersigned promises to pay to the order of SRYP \$ \_\_\_\_\_ with interest at the highest permissible rate allowed under Texas Statutes until paid. As security for this IA and IR, we agree to grant SRYP a security interest to the maximum extent permitted by law in all of the following collateral, whether in existence as of the date hereof or created or acquired hereafter, and in all proceeds thereof: All of our accounts and personal property and fixtures (including but not limited to chattel paper, instruments, general intangibles, documents and goods in which borrower has any interest). In the event that any payment is made to SRYP for the above-mentioned Policy that is in excess of the total assigned, the undersigned hereby agrees that SRYP or its successors and assigns, will take possession of the excess amount for itself until such time as the Beneficiary(ies) and FH agree in writing to its distribution. If the Beneficiary(ies) and FH do not agree in writing within one year after receipt of the excess funds, the excess funds belong solely to the SRYP or its successors or assigns. In the event that no payments are received by SRYP within ninety (90) days of the executed IA or IR, then the undersigned does hereby unconditionally and irrevocably guaranty to fully and promptly pay SRYP the amount of the reassigned benefits immediately upon demand. I/we attest that a copy of this IA, IR and POA is intended to be treated as if it were the original. **IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

NAME OF FUNERAL HOME

FUNERAL DIRECTOR'S SIGNATURE

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.

1 - Employee Retirement Income Security Act ("ERISA").

NOTARY PUBLIC SIGNATURE & STAMP



**STANDARD LIFE INSURANCE CLAIM FORM**

INSURANCE COMPANY: \_\_\_\_\_

1. POLICIES UNDER WHICH CLAIM IS BEING MADE:

Policy number \_\_\_\_\_ Date of Issue \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. DECEASED: \_\_\_\_\_ SOC. SECURITY# \_\_\_\_\_

3. DATE OF DECEASED'S BIRTH: \_\_\_\_\_ DATE OF DEATH: \_\_\_\_\_

4. PLACE OF DEATH: \_\_\_\_\_

5. CAUSE OF DEATH: \_\_\_\_\_

6. NAME OF CLAIMANT: \_\_\_\_\_

7. ADDRESS OF CLAIMANT: \_\_\_\_\_

8. SOCIAL SECURITY NUMBER OF CLAIMANT: \_\_\_\_\_

9. CLAIMANT'S RELATIONSHIP TO DECEASED: \_\_\_\_\_

10. CLAIMANT'S DATE OF BIRTH: \_\_\_\_\_

11. WHY ARE YOU CLAIMING INSURANCE PROCEEDS: \_\_\_\_\_ BENEFICIARY OF POLICY

12. **CLAIM IS ASSIGNED TO SURETY CAPITAL CORP., 6145 WEDGWOOD DR., FORT WORTH, TX 76133 IN THE AMOUNT OF \$** \_\_\_\_\_

13. OCCUPATION OF DECEASED: SEE DEATH CERTIFICATE

14. NAME OF LAST EMPLOYER: SEE DEATH CERTIFICATE

15. WHEN WAS HEALTH OF DECEASED FIRST AFFECTED: SEE DEATH CERTIFICATE

16. DURATION OF LAST ILLNESS: SEE DEATH CERTIFICATE

17. WAS AN AUTOPSY PERFORMED: SEE DEATH CERTIFICATE

18. WAS CORONER'S INQUEST HELD: \_\_\_\_\_ (attach copy of the report)

19. NAME AND ADDRESS OF PHYSICIAN(S) CONSULTED DURING LAST ILLNESS: \_\_\_\_\_

20. IF POLICY IS LESS THAN TWO YEARS OLD, NAME AND ADDRESSES OF ALL PHYSICIANS CONSULTED DURING THE PAST TWO YEARS: \_\_\_\_\_

I hereby certify that the answers to questions set forth above are complete and true to the best of my knowledge and belief.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of the Claimant

**AUTHORIZATION TO GIVE OUT INFORMATION**

TO WHOM IT MAY CONCERN: Upon presentation of this form, or a photostatic copy thereof which is as valid as the original, you are authorized and directed to disclose to Surety Capital Corporation or its representatives, or to give as evidence in any legal proceeding to which said Company is a party, any records, information, knowledge or belief you may have relating to the employment, membership, health, medical, psychiatric or surgical history, treatment, or hospitalization, or cause of death including any autopsy report pertaining to the named deceased. To facilitate rapid submission of such information, you are authorized to give such records or knowledge to any agency employed by the INSURANCE COMPANY to collect and transmit such information.

DATE: \_\_\_\_\_ DECEASED: \_\_\_\_\_

CLAIMANT: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of the Claimant



**UNIVERSAL AFFIDAVIT FOR LOST POLICY**

I (We), the undersigned, hereby certify and upon oath represent that Policy number \_\_\_\_\_ issued on the life of \_\_\_\_\_, insured, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, has been lost or destroyed and that said policy is not assigned, hypothecated or pledged except to **Surety Capital Corporation 6145 WEDGWOOD DR., FORT WORTH, TEXAS 76133** in any way whatsoever; that I (we) the undersigned, am (are) the beneficiary under said policy, and that this policy became a claim due to the death of the aforesaid insured, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. It is distinctly understood and agreed that should the original policy be found, it is to be returned to the \_\_\_\_\_ Life Insurance Company its successors or assigns.

I (We) further agree that if any other person should surrender the policy to the INSURANCE COMPANY and make demand for payment therefore from the company claiming to own the policy by virtue of a gift of said policy from the insured to such other persons during the lifetime of the insured and should a Court of Law or Equity Judicially determine that such other person or persons rather than the undersigned is entitled to be paid the proceeds of this policy then in that event, I (we) agree to reimburse said company for the amount so paid to the undersigned.

\_\_\_\_\_  
Beneficiary Signature

\_\_\_\_\_  
Beneficiary Signature

ONE AND THE SAME PERSON AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared, known to me, and who, after being by me duly sworn on oath stated:

My name is \_\_\_\_\_ whose date of birth is \_\_\_\_\_.

I am and was one and the same person as \_\_\_\_\_.

I am making this statement under oath in order to induce payment of \_\_\_\_\_

Life insurance company, Policy Number(s) \_\_\_\_\_.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AFFIANT:

\_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ NOTARY PUBLIC, STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES : \_\_\_\_\_



SMALL ESTATE AFFIDAVIT

STATE OF: \_\_\_\_\_ ) SS.
COUNTY OF: \_\_\_\_\_ )

\_\_\_\_\_, residing at \_\_\_\_\_
(Affiant's Address)

being duly sworn, deposes and says:

\_\_\_\_\_, insured under policy number(s) \_\_\_\_\_
(Insured/Deceased)

issued by \_\_\_\_\_ died on the date of \_\_\_\_\_
(Insurance Company)

leaving no will, and that no petition for the appointment of an executor or administrator of the decedent's estate has been granted, is pending or contemplated; that all of the bills, debts, expenses, taxes and charges of whatsoever kind or nature of either said decedent or said Decedent's Estate have been paid except for funeral expenses in the amount of \_\_\_\_\_; and that the gross value to the Decedent's real and personal property, excluding exempt property, does not exceed \$ \_\_\_\_\_.

The following relatives of the decedent were surviving at the time of the decedent's death:

Table with 4 columns: Relationship, Name, Age, Address. Multiple empty rows for data entry.

The names of heirs-at-law of the decedent are listed above and there are no others who could claim an interest in the estate.

The undersigned recognizes that the Insurance Company will rely on this Affidavit, agrees to indemnify Insurance Company from any claim of suit (including Attorney's fees) filed arising out of the subject policy, and request said Insurance Company to waive the requirement of administration and honor the instructions attached to the affidavit.

\_\_\_\_\_)
(Signature of Affiant)

\_\_\_\_\_)
(Relationship of the Decedent)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_)
(SIGNATURE OF NOTARY PUBLIC)

\_\_\_\_\_)
(NOTARY STAMP OR SEAL)