





**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**"), **herby 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; and all state and federal claims and causes of action against ICBG connected with the Policy or Insured, including but not limited to, all benefit, non-benefit ERISA<sup>1</sup> claims to FH and it 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/or 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. Beneficiary(ies) hereby irrevocably authorize(s) and direct(s) the issuer or sponsor of the Policy, insurer, 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** 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 **PROVIDING 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 Beneficiary(ies) agree FH and/or its assigns will take possession of the excess amount for itself until such time as Beneficiary(ies) & FH agree in writing to its distribution. If after one year there is no agreement in writing to its distribution; the Beneficiary (ies) agree excess funds belong solely to FH and/or its assigns. The Beneficiary(ies) 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, Beneficiary(ies) represent after a diligent search the **Policy is LOST**. Beneficiary(ies) agree a copy of this IA is intended to be treated as if it were the original and is intended to be used as an electronic signature pursuant to 15 USCS § 7001. The Beneficiary(ies) affirm & attest under penalty of perjury the **Insured is dead**. The Beneficiary(ies) 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. Beneficiary(ies) by their signature below agree to this IA and 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, convey and/or sell unto **Surety Capital Corporation ("SC") LOCK BOX 123550, FORT WORTH, TX 76121-3550**, its successors and assigns, all of FH's right, power, title and interest in, to and under the above IA and the Policy, including without limitation all benefits, subrogation rights and causes of action, and does hereby direct that all payments be made to SC. FH hereby irrevocably appoints SC and its representatives as its **Agent & Attorney-in-Fact to act for FH** with full power to make collection of, compromise, settle and receipt for the proceeds of the above Insured & Policy and authority to endorse & sign: checks, assignments, pre-need or insurance claim forms **and order death certificates** of Insured 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 intended to be treated as if it were the original and to be used as an **electronic signature** pursuant to 15 USCS § 7001. The FH agrees to cooperate with SC to get IRA paid. **This IRA is NONRECOURSE factoring to FH** unless a breach of contract occurs where SC determines, in its sole discretion, there is fraud or negligence related to the IA or IRA or FH fails to cooperate with SC to get IRA paid. The FH agrees to hold in trust any proceeds received that were assigned to SC and return proceeds to SC 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 its 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").

**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 **SURETY CAPITAL CORPORATION**, 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