

Funeral Home / Cemetery Information - Please enter funeral home/cemetery information.

Funeral Home/Cemetery:

Contact Name:

Contact Email:

Funeral Director:

Contact Phone:

Contact Fax:

Assignment Information - Please enter estimated assignment amount.

Amount Requested:

Deceased Information - Please enter deceased information.

Deceased Name:

Deceased Social Security:

Date of Birth:

Date of Death:

Place of Death (City, State):

Cause of Death:

Deceased Address:

Policy Information - Please enter insurance policy information.

Insurance Company:

Policy Number(s):

Group Policy Information - If policy benefit is with employer, enter group policy information.

Name of Employer (Company), HR Contact Name, and Phone Number:

1st Beneficiary Information - Please enter 1st potential beneficiary information.

Beneficiary Name 1:

Beneficiary 1 Full Address & Phone:

Beneficiary 1 Date of Birth:

Beneficiary 1 Social Security Number:

Beneficiary 1 Relationship:

2nd Beneficiary Information - Please enter 2nd potential beneficiary information.

Beneficiary Name 2:

Beneficiary 2 Full Address & Phone:

Beneficiary 2 Date of Birth:

Beneficiary 2 Social Security Number:

Beneficiary 2 Relationship:

**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, transfers and/or sells to _____ (hereinafter referred to as "FH")

POST OFFICE BOX 337030, GREELEY, CO 80633, 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 claims & causes of action connected with the Policy including, but not limited to, all benefit & non-benefit ERISA claims.¹ 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 business or government entity to give the FH, First National ("FN") any information that FN 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 ensure proper payment of Policy benefits**. The undersigned hereby irrevocably appoints FH, FN and 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; obtain plan documents and information pursuant to HIPAA, ERISA and/or FOIA; add, redo or amend this IA; order Decedent's death certificate; 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, FN 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 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, POA or IR. The substantive law of the state where Decedent died will be used to enforce assignment 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 & IR is accurate. **FN promises non-recourse** if there is no fraud or misrepresentation of any information given to FN. Otherwise, on demand, the undersigned & FH promise to pay to the order of FN \$ _____ 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 & IR take precedence over any assignment of the proceeds of the above captioned Policy. In the event that any payment is made to me/us for the above-mentioned Policy that is in excess of the total assigned, the undersigned hereby agrees that FN, its successors and Assigns, 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 FN. **If the Policy is not included, after a diligent search, I/we attest the Policy is LOST. The undersigned person(s) attest the INSURED/Decedent is dead.** In the event any covenants and provisions are determined invalid, all other covenants and provisions will remain intact & enforceable. I/we attest that a copy of this IA, IR and POA is intended to be treated as if it were Original. I (We) agree that the signature below is an electronic signature and shall be applied to this IA and all forms mentioned above completed by FN.

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/ or sell to First National ("FN") its successors and Assigns, all of our right, title and interest in and to the within IA and POA, and the insurance proceeds, causes of action and Policy benefits therein referred to, and do hereby direct that payment be made to FN hereby ratifying, confirming and approving anything that the said FN 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 FN 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 authority to endorse checks and complete pre-need, assignment or insurance claim forms as fully as FH could do, with full power of substitution even if undersigned subsequently becomes incapacitated or goes out of business. In the event that any payment is made to me/us for the Policy subsequent to the execution of this IA and IR, such proceeds shall be delivered in the original form received to FN; 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 FN 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 or POA. The substantive law of the state where decedent died will be used to enforce 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 and/or POA incurred in any action brought against me/us on account of the provisions hereof. The FH attests that the information in this IA & IR is accurate. **FN promises non-recourse** if there is no fraud or misrepresentation of any information given to FN. Otherwise, on demand, FH promise to pay to the order of FN \$ _____ with interest at the highest permissible rate allowed under Texas Statutes until paid. In the event that any payment is made to FN for the above-mentioned Policy that is in excess of the total assigned, the undersigned hereby agrees that FN 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 FN, its successors or Assigns. The undersigned attests that a copy of this IA, IR and POA is intended to be treated as if it were the original. I (We) agree that the signature below is an electronic signature and shall be applied to this IA and all forms mentioned above completed by FN. **The undersigned funeral director attest the INSURED/Decedent is dead.** **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 _____, and _____, **beneficiary(ies)** and _____, **Funeral Director** 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

LIFE INSURANCE CLAIM FORM & POWER TO RECEIVE INFORMATION

DECEASED NAME: _____ **SS#** _____

DATE OF BIRTH: _____ **DATE OF DEATH:** _____

PLACE OF DEATH: CITY/STATE ABBREV: _____

CAUSE OF DEATH: Natural Homicide Suicide Accident Unknown (detail below)

TYPE OF INSURANCE COVERAGE? GROUP POLICY? INDIVIDUAL POLICY?

If GROUP INSURANCE, provide **Employer (Company Name)**, a **Contact Name**, & **Phone Number**:

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

ASSIGNED AMOUNT: \$ _____

Beneficiary 1: _____

Your Social Security #: _____ Date of Birth _____

The Deceased is Your: Parent Spouse/Life Partner Grandparent Aunt/Uncle Brother/Sister

Fiancé/Fiancée Other (Explain): _____

Address (City/State/Zip) & Phone #: _____

Beneficiary 2: _____

Your Social Security #: _____ Date of Birth _____

The Deceased is Your: Parent Spouse/Life Partner Grandparent Aunt/Uncle Brother/Sister

Fiancé/Fiancée Other (Explain): _____

Address (City/State/Zip) & Phone #: _____

AUTHORIZATION TO GIVE OUT INFORMATION TO FN OR ITS ATTORNEY

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 any documents required to settle the life policy to First National, LTD & FN LLC ("FN") or its representatives. The undersigned appoints FN and its attorney as my(our) SPECIAL ATTORNEY IN FACT to act in my name for the purposes of receiving information of the Decedent, insurance and settling the life benefits of the decedent or group plan beneficiary(ies), as noted above, which includes but is not limited to verification of the beneficiary(ies) and the amount payable. I specifically grant to my SPECIAL ATTORNEY IN FACT the authority to do any act and execute any document that is both necessary and proper to accomplish the purposes of this LIMITED DURABLE POWER OF ATTORNEY even if the undersigned becomes incapacitated. I hereby certify that the claim is assigned to FN LLC and the answers to questions set forth above are complete and true to the best of my knowledge and belief.

X _____ X _____ X _____
 Signature of the Claimant Signature of the Claimant Signature of the Claimant