



**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 including any return of premiums. In addition, the Beneficiary(ies) assign, sell, and/or transfer all of their claims and causes of action connected with the Policy, including but not limited to, all benefit and non-benefit ERISA<sup>1</sup> claims and all accrued **statutory or contractual interest** from the date of death and unearned premiums 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's personal benefit. **TIME IS OF THE ESSENCE. Beneficiary(ies) hereby irrevocably authorize(s) and direct(s) the issuer or sponsor of the Policy, 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. Beneficiary(ies) agree if any inaccurate information is given by them to FH and/or its assigns that results in FH or its assigns receiving less than FH's charges and/or advances, the Beneficiary (ies) must pay back such losses immediately. 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) 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 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 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 **First National ("FN"), P.O. Box 337030, Greeley, CO 80633** <sup>2</sup>, 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 benefits and causes of action, and does hereby direct that all payments be made to FN, hereby ratifying and approving anything that FN may do by virtue of the authority and rights given herein. FH hereby irrevocably appoints FN 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 complete 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 intended to be treated as if it were the original and to be used as an electronic signature pursuant to 15 USCS § 7001. In addition, without limitation, the undersigned FH assigns to FN the right to collect monies from any person(s) who is/are liable for INSURED's funeral and/or cemetery expenses. **This IRA is Non-recourse factoring to FH provided there is no fraud or misrepresentation of any information given by Beneficiaries to FH or FH to FN.** Otherwise, if information is misrepresented, a breach of contract occurs: then on demand, FH promises to pay to the order of FN the amount assigned with interest at the highest permissible rate allowed under Texas law until paid. The FH agrees to hold in trust any proceeds received that were assigned to FN and return proceeds to FN immediately. This IRA is submitted by the FH at FN's principle place of business and shall be deemed to have been made there. 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 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 Power of Attorney. **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

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**NOTARY PUBLIC SIGNATURE & STAMP**