



## RELEASE, SUBROGATION, AND ASSIGNMENT FORM

Payee Name:

(referred to as "Releasor/Indemnitor" in this Release, Subrogation and Assignment)

Address:

Phone number:

Email address:

Insurer:

Insured:

Policy Number:

Death Benefit Amount:

Association:

Payee Type:      Next of Kin/Personal Representative      Funeral Home      Funding Company      Other

**Release.** In consideration of the provision of coverage by the Association with respect to the above-referenced Policy(ies) and other good and valuable consideration, Releasor/Indemnitor and Releasor's/Indemnitor's heirs (if any), personal representatives, guardians, assigns, successors, agents, and all other persons claiming by or through Releasor/Indemnitor do hereby release and discharge the Association, its members, affiliates, agents, attorneys, employees, successors and assigns (collectively the "Association and Related Parties") of and from any and all actions, causes of action, claims, demands, costs, expenses, compensation and any and all consequential or special damage or other damage, past, present or future, whether known or unknown, on account of or in any way arising out of the above-referenced Policy(ies). This release is not intended in any way to release or discharge any person or entity other than the Association and Related Parties as set forth herein.

**Subrogation, Transfer and Assignment.** In further consideration of the provision of coverage set forth herein, up to the Death Benefit Amount, Releasor/Indemnitor hereby sells, transfers and assigns any and all of Releasor's/Indemnitor's past, present and future claims, rights, demands, actions and causes of action against the Insurer to the Association (and its successors and assigns) which shall be subrogated to all of Releasor's/Indemnitor's rights under the Policy(ies) and which may bring any action or suit for the recovery of any damages or losses sustained by Releasor/Indemnitor as deemed best or appropriate by the Association in its sole and absolute discretion.

Further, up to the Death Benefit Amount, Releasor/Indemnitor hereby sells, transfers and assigns to the Association, its successors and assigns, any and all past, present and future claims, demands, actions, rights and/or causes of action Releasor/Indemnitor may have against the Insurer and any other persons or entities related in any way to the Policy(ies) and/or any losses arising under, resulting from, or otherwise relating to the Policy(ies) and the Association (and its successors and Assigns) shall have full power and authority for its own use and benefit, at no cost to Releasor/Indemnitor, to ask, demand, collect, prosecute, dismiss or settle any suit or proceedings at law or in equity against the Insurer or any other persons or entities in Releasor's name. Releasor/Indemnitor further agrees to cooperate with the Association (and its successors and Assigns) in its prosecution of any suits or proceedings against the Insurer and all other persons or entities, and will voluntarily testify on behalf of the Association (and its successors and Assigns), if asked.

If the payee is the Funeral Home and the Association determines the Funeral Home has a valid claim in accordance with the Liquidation Plan, the amount of the claim paid to the Funeral Home is the Death Benefit Amount.

Releasor understands that Funeral Home will submit a claim pursuant to the Liquidation Plan for Lincoln Memorial Life Insurance Company ("Insurer") which is insolvent. The Liquidation Plan was approved by the 250th District Court of Travis County, Texas on September 22, 2008. The Funeral Home will submit a claim to the Association for payment of the Death Benefit Amount related to the life insurance policy or policies allegedly issued by Insurer insuring the life of Decedent ("Policies"). The claim is payable only if certain conditions set forth in the Liquidation Plan are satisfied. If and only if Funeral Home's claim for benefits is approved in whole or in part and any Death Benefit Amount is paid by the Association to the Funeral Home, the Release, Subrogation, Transfer, and Assignment provisions of this document shall become effective. If the Funeral Home's claim is denied, then the Association will not pay a Death Benefit Amount to the Funeral Home.

Releasor/Indemnitor understands that the Association may legally require Releasor/Indemnitor to sign this Release, Subrogation and Assignment as a condition to receiving the Death Benefit Amount. Releasor/Indemnitor has carefully read the foregoing Release, Subrogation and Assignment and knows the contents hereof and has signed this Release, Subrogation and Assignment voluntarily and with full knowledge of its contents.

The undersigned(s) is legally authorized to sign this Release, Subrogation and Assignment and bind Releasor.

### **NEXT OF KIN OR PERSONAL REPRESENTATIVE OF INSURED** *signature required*

Releasor represents and warrants that Releasor is the personal representative and/or Next of Kin and is authorized to bind the Decedent's estate and any other relatives, heirs, devisees, legatees or successors of the Decedent in connection with any interest any of them my claim in or arising out of the Policies.

Name:

Date:

Signature:

Relationship:

### **FUNERAL HOME PROVIDER** *signature and W9 required if funeral home is payee*

To the best of Releasor's knowledge, Releasor represents and warrants that all prerequisites to the payment of death benefits including but not limited to the payment of all premiums to the Insurer have been satisfied.

Name:

Date:

Signature:

Title:

### **FUNDING COMPANY** *signature and W9 required if funding company is payee*

Name:

Date:

Signature:

Title:

**VERIFIED STATEMENT OF PERFORMANCE**  
***completion by funeral home required***

**Funeral Home:**

The Funeral Home hereby verifies and certifies that with respect to the prearranged funeral contract entered with:

Decedent:

Policy Number:

1. All services and merchandise have been performed and provided in the prearranged funeral contract;
2. A copy of the death certificate of said contract purchaser is attached; and
3. If applicable, purchaser or a successor has paid or has agreed to pay Funeral Home the balance due, if any, which was due on the prearranged funeral contract at the date of death.
4. Itemized funeral home invoice.

We request the funds be released to (Payee):

The above statements are hereby verified before the witness by the above-named funeral home.

Date

Funeral Home

Next of Kin's Name - Printed

Funeral Director's Name - Printed

Next of Kin's Signature

Funeral Director's Signature

## SUBMISSION CHECKLIST

- ☐ Completed Verified Statement of Performance
- ☐ Itemized funeral home invoice
- ☐ Copy of death certificate
- ☐ Copy of obituary
- ☐ Signature of next of kin on Release, Subrogation, and Assignment Form
- ☐ Signature of funeral home provider on Release, Subrogation, and Assignment Form  
**ONLY if funeral home is payee**
- ☐ Funeral home W9 **ONLY if funeral home is payee**
- ☐ Signature of funding company on Release, Subrogation, and Assignment Form **ONLY if funding company is payee**
- ☐ Funding company W9 **ONLY if funding company is payee**