

ASSIGNMENT LIFE INSURANCE CONTRACT

Contract Number: _____ Issued by: Croatian Fraternal Union of America

Insured: _____

Owner (Assignor): _____

Provider (Assignee): _____

The above life insurance contract has been purchased to fund a prearranged funeral; and

The Assignee has agreed to accept an assignment of the contract to secure the funding of the merchandise and services stated in a Prearranged Funeral Agreement.

For value received, the Assignor hereby assigns and transfers the contract to the Assignee, or to its successors or assigns, subject to the terms and conditions of the contract and to the terms and conditions that follow.

1. The Assignor agrees to the following conditions and reserves the following rights:

- (A) The Assignor, as owner of the contract, represents that he/she possesses the sole interest in the contract and that no insolvency proceedings of any kind are pending against him/her.
- (B) The Assignor represents that he/she will not impair the Assignee's interest in the contract; reduce the contract insurance amount; or, obtain a contract loan.
- (C) The Assignor hereby constitutes and appoints the Assignee his/her true and lawful attorney to demand and receive the insurance amount assigned hereunder and to otherwise enforce the provisions of the contract at the death of the Insured and after delivery of the merchandise and services described in the Prearranged Funeral Agreement.
- (D) The Assignor reserves the right to designate and change the contract beneficiary.
- (E) The Assignor, and his/her duly authorized legal representative, reserve the right to revoke this assignment at any time prior to the time the Assignee provides the merchandise and services stated in the Prearranged Funeral Agreement.
- (F) **FREEDOM OF CHOICE** – As provided in (E) above, this assignment does not restrict the procuring or purchase of funeral merchandise or services in the open market with the advantages of competition at any time before the Assignee provides the merchandise and services stated in the Prearranged Funeral Agreement.

2. For and in consideration of all rights to receive the future payment of the contract insurance amount, which is being assigned to it, the Assignee hereby accepts the foregoing Assignment (subject to the contract provisions regarding suicide and incontestability) and agrees to provide the merchandise and services stated in the Prearranged Funeral Agreement.

- (A) The Assignee warrants that it will not exercise its right for payment under the contract until after delivery of the merchandise and services stated in the Prearranged Funeral Agreement.
- (B) The Assignee will cancel the assignment, at any time prior to providing the agreed upon merchandise and services, upon receipt of a written notice of cancellation from the Assignor or his/her legal representative. Upon receipt of notice, the Assignee will promptly execute an assignment release relinquishing its interest in the contract. Upon cancellation: the Assignor and the Assignee shall be released from all liabilities and obligations hereunder, and, the contract insurance amount will be paid as provided in the contract.

3. The Assignee and Assignor agree that:

- (A) The current retail price for merchandise and services, stated in the Prearranged Funeral Agreement, is subject to change. In the event the insurance amount exceeds the then current retail price, any such excess will be paid as provided in the contract.
- (B) Should the contract be terminated for any reason or the contract insurance amount diminished or impaired by any amount, at any time prior to payment to the Assignee pursuant to the terms hereof, this assignment shall be rendered null and void. The Assignor and Assignee shall be released from all liabilities and obligations hereunder.

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(C) The insurer has no responsibility for the validity of this assignment and the Assignor and Assignee agree to indemnify and hold the insurer harmless for any liability for any payment the insurer may make in accordance with the terms hereof.

4. All notices, requests and other communications required or permitted to be given hereunder shall be: in writing; and, deemed to have been duly given when received, either by personal delivery or by first class, postage paid, mail, by the Assignee or Assignor at their address of record. The address of record shall be as shown below or as later changed by written notice as provided herein.

IN WITNESS WHEREOF, the Assignee and Assignor have executed this assignment at:

City-State on this _____ day of _____, 20____

Assignor: _____

Address: _____
Number-Street-City-State-Zip

Assignee: _____

by: _____ its: _____

Address: _____
Number-Street-City-State-Zip

Received and Recorded

by: _____

date: _____

**AGREEMENT TO ESTABLISH AN
IRREVOCABLE ASSIGNMENT OF
ANNUITY OR INSURANCE CONTRACT DEATH BENEFIT PROCEEDS FOR THE
FUNDING OF PREARRANGED FUNERAL SERVICES**

THIS AGREEMENT, made and entered into by and between _____
(Name of annuity or life insurance contract owner)
("Assignor") and _____, ("Assignee").

WITNESSETH:

WHEREAS, Assignee may from time to time accept: the assignment of all rights to death benefit proceeds under annuity and/or life insurance contracts in order to fund prearranged funeral services; and

WHEREAS, Assignor has assigned and transferred unto Assignee all of his/her rights to the death benefit proceeds under an annuity or a life insurance contract upon the life of a designated annuitant or insured, subject to certain terms and conditions set forth in a revocable Assignment ("Assignment"), dated _____ by and between Assignor and Assignee; and

WHEREAS, various state legislature and state agencies have recognized that certain property and rights owned by recipients of public assistance are of negligible value in enabling such recipients to meet their present needs and cannot, therefore, be classified as available resources of such recipients; and

WHEREAS, from time to time, certain persons who have prearranged their funerals and are receiving public assistance (or who wish to receive such assistance) may wish to amend their trust or insurance-funded prearranged funeral agreements to make same irrevocable and thereby qualify such trust fund or life insurance or annuity contract for a reduced valuation in accordance with applicable State or Federal law.

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein contained, and in order that Assignor may qualify or maintain his/her eligibility for public assistance in accordance with applicable State or Federal Law, Assignor and Assignee agree as follows:

1. The Assignor and Assignee agree that Assignor hereby irrevocably waives any right he/she may have to revoke the above-referenced Assignment.
2. The Assignor and Assignee do agree, however, that although the Assignor has hereby irrevocably waived his/her right to revoke the Assignment and to receive any cash surrender, loan value and certain refunds under the annuity or life insurance contract assigned and has committed the proceeds of the contract to the payment of funeral expenses, said Assignor (or his or her personal representative or next of kin) hereby retains the right to freedom of choice, in accordance with the terms of the Assignment.
3. The Assignor and Assignee further agree that the execution of this Agreement does not relieve or discharge the parties hereto from any obligations arising under the original Assignment and all provisions of said Assignment not amended hereby remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____ day of _____,
20_____.

ASSIGNOR:

ASSIGNEE:

by: _____

Print Name and Title

