

Irrevocable Assignment & Power of Attorney

Insurance Company: _____ **Policy #(s):** _____

Deceased Legal Name: _____ **Funeral Home or Cemetery:** _____

Beneficiary Legal Name: _____ **Date of Birth:** _____ **Social Security #:** _____

Beneficiary Street Address: _____ **City, State, Zip:** _____

Relationship to Deceased: _____ **Phone Number:** _____

TOTAL AMOUNT ASSIGNED: \$ _____

Email: _____

This Irrevocable Assignment is made between the beneficiary(s) above and the funeral home. In consideration for the funeral home providing services for the burial of the above insured, said services having been requested and accepted by the beneficiary, funds have or will be advanced to the funeral home by CLAIMCHECK (CC) for the above assigned amount plus statutory interest from the insured's date of death, which is to be paid from the benefits of the above-mentioned policy or certificate, the consideration for the assignment of this amount being (1) funeral services rendered in the burial of said deceased by the funeral home, and/or (2) advance payment of proceeds of the above-referenced policy(ies). **I (we) hereby irrevocably assign to CC, its successors and assigns, the policy proceeds in the amount shown above and further authorize and direct the above-named insurance company to pay CC the amount assigned above at P.O. Drawer 5469, Abilene, Texas 79608,** making the check for the reassigned proceeds payable solely to CC, and not jointly to me (us) and CC. **In the event that any portion of the said policy proceeds are paid to me (us) by the above-named insurance company, then I (we) agree to hold the said proceeds in trust for the use of CC and to immediately remit said funds to CC,** without the necessity of a request from CC to do so. I (we) irrevocably appoint CC as our attorney-in-fact to act for us with full power to make collection of, compromise, settle and to endorse or receipt in my (our) names, or otherwise, any check, draft, receipt or release for the proceeds of said policy of insurance or certificate, as fully as we ourselves could do. **I (we) hereby authorize CC as my power of attorney to complete, sign, and endorse any and all claim forms/claimant statements required to complete any and all claim(s) related to the above policy(ies) for the above insurance company including for the full proceeds of said policy(ies) and claim(s), and to request any number of Certified Death Certificates for the deceased named above from the issuing state authority to facilitate the timely insurance settlement on the policy(ies) listed above.** I (we) also authorize and direct the above-named insurance company and/or the employer of the above named deceased insured, and/or any organization, agency, entity, or person acting as caretaker of information about the policy(ies) and beneficiary(ies) of the policy(ies), to give and release to CC any and all information it requests regarding the policy(ies) and beneficiary(ies). I (we) agree that Abilene, Texas, shall be the exclusive jurisdiction and venue for legal proceedings arising hereunder. If for any reason, CC does not receive full payment within 90 days, I (we) agree to immediately pay to CC the amount of its loss on the assignment. Should CC be required to pursue legal action to collect such amounts, I (we) agree to pay cost and attorney's fees incurred in such action. **The parties hereto agree and stipulate that this transaction is in the nature of an Account Purchase transaction and that any fee assessed by the funeral home or CC is not interest in accordance with the Texas Finance Code Section 306.103.**

Beneficiary Signature X _____ **Date:** _____

Irrevocable Reassignment & Power of Attorney (EIN: 74-1001040)

For value received, the undersigned funeral home does hereby irrevocably assign and transfer to CC, its successors and assigns, all of its right, title, interest and claim in and to the above-referenced policy and its proceeds and does further **direct that payment be made directly and solely to CC.** The undersigned does hereby irrevocably appoint CC as its attorney-in-fact to take any and all actions as may be necessary and advisable to collect the policy proceeds as authorized above. In the event that any payment of the policy proceeds are made by the insurance company, or its agent, to the undersigned, then I agree to hold the proceeds in trust and to immediately pay the proceeds to CC, without the necessity of any request to pay the funds. On behalf of myself and the funeral home, I agree that Abilene, Texas, shall be the exclusive jurisdiction and venue for legal proceedings hereunder. In the event the undersigned (1) receives the policy proceeds hereby assigned and does not pay the same to CC, (2) fails to provide properly completed and executed original assignment documents to CC within 20 days following funding, or (3) fails to deliver properly completed and executed original assignment documents within 7 days following funding and, during such 7-day period, the insurance company pays the policy proceeds to the policy beneficiary, then the undersigned does hereby agree to reimburse and pay to CC the full amount of the policy proceeds advanced within ten (10) days following demand from CC. If full payment is not received in ten (10) days following such demand, the undersigned, without the necessity of further demand or notice, authorizes CC to directly debit or offset the account of the undersigned to which funds were advanced in order to repay any amount owed hereunder. CC shall further retain all rights and remedies available to it under the law, both legal and equitable, to allow enforcement and collection hereunder, including costs and attorney's fees.

Print: Funeral Home or Cemetery Name X _____
Signature: Funeral Home or Cemetery Authorized Representative

I, the undersigned Notary Public in and for the said county in said state, do hereby certify that the foregoing beneficiary and funeral home representative executed this assignment on this the _____ day of _____, 20 _____.

X _____
(Notary Public Signature)

State of _____ Notary Stamp/Seal:
 County of _____
 My commission expires _____