

## COLLATERAL ASSIGNMENT OF CRITICAL ILLNESS POLICY

Insured: \_\_\_\_\_ Policy #: \_\_\_\_\_  
Assignee Name: \_\_\_\_\_  
Assignee Address: \_\_\_\_\_  
Tax Identification Number: \_\_\_\_\_

- A.** For Value Received the undersigned hereby assign, transfer and set over to the above referenced assignee, its successors and assigns (herein called the “Assignee”) the policy referenced above issued by Assurity Life Insurance Company (herein called the “Insurer”) and any supplementary contracts issued in connection therewith (said policy and contracts being herein called the “Policy”), upon the life of the Insured referenced above and all claims, options, privileges, rights, title and interest therein (except as provided Paragraph C hereof), subject to all the terms and conditions of the Policy and to all superior liens, if any, which the Insurer may have against the Policy. The undersigned by this instrument jointly severally agree and the Assignee by the acceptance of this Assignment agrees to the conditions and provisions herein set forth.
- B.** It is expressly agreed that, without detracting from the generality of the foregoing, the right to collect from the Insurer the net proceeds of the Policy when it becomes a claim by Covered Condition or Procedure, or death, if applicable, is included in this Assignment and passes by virtue hereof.
- C.** It is expressly agreed that the right to designate and change the beneficiary , so long as the Policy has not been lapsed, is reserved and excluded from this Assignment and does not pass by virtue hereof.
- D.** This Assignment is made and the Policy is to be held as collateral security for any and all liabilities of the undersigned, or any of them, to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between any of the undersigned and the Assignee (all of which liabilities secured or to become secured are herein called “Liabilities”).
- E.** The Assignee covenants and agrees with the undersigned as follows:

  - 1. That any balance of sums received hereunder from the Insurer remaining after payment of the then existing Liabilities, matured or unmatured, shall be paid by the Assignee to the persons entitled thereto under the terms of the Policy had this Assignment not been executed; and
  - 2. That the Assignee will upon request forward without unreasonable delay to the Insurer the Policy for endorsement of any designation or change of beneficiary.
- F.** The Insurer is hereby authorized to recognize the Assignee’s claims to rights hereunder without investigating the reason for any action taken by the Assignee, or the validity or the amount of the Liabilities for the existence of any default therein, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under the Policy assigned hereby and the sole receipt of the Assignee for any sums received shall be for full discharge and release therefore to the Insurer. Checks for all or any part of the sums payable under the Policy and assigned herein, shall be drawn to the exclusive order of the Assignee if, when , and in such amounts as may be requested by the Assignee.

- G. The Assignee shall be under no obligation to pay any premium or any other charges on the Policy, but any such amounts so paid by the Assignee from its own funds, shall become a part of the Liabilities hereby secured, shall be due immediately, and shall draw interest at a rate fixed by the Assignee from time to time not exceeding 6% per annum.
- H. The exercise of any right, option, privilege or power given herein to the Assignee shall be at the option of the Assignee, but the Assignee may exercise any such right, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by the undersigned, or any of them.
- I. The Assignee may take or release other security, may release any party primarily or secondarily liable for any of the Liabilities, may grant extensions or renewals with respect to the Liabilities, or may apply to the Liabilities in such order as the Assignee shall determine, the proceeds of the Policy hereby assigned or any amount received on account of the Policy by the exercise of any right permitted under this Assignment, without resorting or regard to other security.
- J. In the event of any conflict between the provisions of this Assignment and provisions of the note or other evidence of any Liability, with respect to the Policy or rights of collateral security therein, the provisions of this Assignment shall prevail.
- K. Each of the undersigned declares that no proceedings in bankruptcy are pending against him and that his property is not subject to any assignment for the benefit of creditors.

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Policyowner Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a notary public, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the individual described in and who executed this assignment.

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

**Acknowledged and accepted by Assurity Life Insurance Company.**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Release of Assignment**

Assignment of Policy to \_\_\_\_\_ of \_\_\_\_\_  
Released this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assignee  
By: \_\_\_\_\_  
Authorized