It's about Choice





# Welcome Funds

Life Settlements. Simplified.®



welcomefunds.com

1.877 227 4484



TOLL-FREE: 877.227.4484 PHONE: 561.862.0244 FAX: 561.862.0242 WWW.WELCOMEFUNDS.COM

# **State of Illinois** Viatical Settlement Broker License





# LETTER FROM THE PRESIDENT

Dear Policy Owner/Insured:

Thank you for choosing WELCOME FUNDS INC to help you determine and identify the merits and value of selling your policy. We understand that the process can be intimidating and overwhelming and it is our job to not only maximize the sales value of your policy(ies) in the secondary market, but also to provide a seamless, transparent and fully informed experience. Please complete our Evaluation Request for Sale of Existing Life Insurance and sign the appropriate pages.

As your designated broker who represents your best interests and follows your instructions, WELCOME FUNDS INC incurs the necessary, required and related costs to facilitate the potential sale of your policy related to the following services:

- Evaluation Form assessment.
- Medical underwriting and insurance verifications.
- Obtaining and forwarding independent third party life expectancy reports.
- Submission to multiple authorized and/or registered buyers of life insurance policies.
- Best execution negotiation to maximize fair market value of the sale of your policy.
- Closing services including contract review and assistance with contingency requirements of buyers of life insurance policies.

Please read the Notice of Disclosure and the Broker Authorization and Services Agreement carefully and sign accordingly. These pages represent the first step in explaining your rights and obligations associated with the process. With that said, you are under no obligation to accept any contingent offers secured by WELCOME FUNDS INC. Furthermore, we have attached a brief brochure issued by the National Association of Insurance Commissioners (NAIC), a non-profit organization of insurance regulators from all 50 states, to provide an unbiased, independent description of selling policies in the secondary market. Please read the NAIC material as well.

Please be advised that the personal information acquired shall only be shared with individuals and entities with an identifiable need to help determine the market value of your policy, including but not limited to life expectancy underwriters and potential buyers of your policy. All parties involved in the analysis, evaluation, underwriting and contingent pricing for transactions are required to maintain strict privacy and confidentiality safeguards pursuant to applicable state and federal regulations.

Once again thank you for allowing us the opportunity to help you reach your financial goals and to represent you in the secondary market for the potential sale of your life insurance policy.

Sincerely,

John M. Welcom President

FORM WFI.WELCOME.EF2/08



#### EVALUATION REQUEST FOR SALE OF EXISTING LIFE INSURANCE

Fraud Warning: Any person who knowingly presents false information in an application for insurance or a viatical settlement contract is guilty of a crime & may be subject to fines & confinement in prison.

The information provided below shall be used to evaluate, underwrite and generate conditional offers for the sale of your life insurance policy.

#### PRIMARY INSURED'S PERSONAL INFORMATION

PRIMARY INSURED NAME (AS LISTED WITH LIFE INSU	URANCE CARRIER)	DATE OF BIRTH		SOCIAL SECURITY NUMBER
CURRENT HOME ADDRESS				TELEPHONE NUMBER
СІТУ		STATE		ZIP CODE
PRIMARY ATTENDING PHYSICIAN	SPECIALTY	CITY/STATE	DATE LAST SEEN	TELEPHONE NUMBER
OTHER PHYSICIANS SEEN IN LAST 5 YEARS	SPECIALTY	CITY/STATE	DATE LAST SEEN	TELEPHONE NUMBER
OTHER PHYSICIANS SEEN IN LAST 5 YEARS	SPECIALTY	CITY/STATE	DATE LAST SEEN	TELEPHONE NUMBER

HOSPITAL (S) NAME, ADDRESS, TELEPHONE NUMBER THAT HAS TREATED YOU IN THE LAST 24 MONTHS FOR YOUR ILLNESS

PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR MEDICAL HISTORY

#### SECONDARY INSURED'S PERSONAL INFORMATION (IF APPLICABLE – SURVIVORSHIP ONLY)

HOST TITL (5) MANE, ADDRESS, TELEI	THOME NUMBER II	IT HAD INEATED TO	C II, THE LAST 24 MONT	ISTOR TOUR ILLAESS	
HOSPITAL (S) NAME, ADDRESS, TELEI	PHONE NUMBER TH	AT HAS TREATED YO	U IN THE LAST 24 MONTI	IS FOR YOUR ILLNESS	
OTHER PHYSICIANS SEEN IN LAST 5 Y	YEARS	SPECIALTY	CITY/STATE	DATE LAST SEEN	TELEPHONE NUMBER
OTHER PHYSICIANS SEEN IN LAST 5 Y	TEAKS	SPECIALTY	CITY/STATE	DATE LAST SEEN	TELEPHONE NUMBER
OTHER DIVERGENCE NE CEEN IN LECT -	ZE A DC				
PRIMARY ATTENDING PHYSICIAN		SPECIALTY	CITY/STATE	DATE LAST SEEN	TELEPHONE NUMBER
СІТҮ			STATE		ZIP CODE
CURRENT HOME ADDRESS					TELEPHONE NUMBER
SECONDARY INSURED NAME (AS LIST	ED WITH LIFE INSU	KANCE CARRIER)	DATE OF BIRTH		SOCIAL SECURITY NUMBER

then please attach a separate sheet with complete details.

#### LIFE INSURANCE POLICY INFORMATION

LIFE INSURANCE COMPANY		POLICY NU	JMBER		ISSUE DATE
FACE AMOUNT		TOTAL POL	LICY LOAN AMOUNT		CASH SURRENDER VALUE
□ Individual	□ Joint Survivors	hip 🗖 Group	□ Other		
TYPE OF POLICY (PLEASE CHE	CK ONE)				
IF A GROUP POLICY, PLEASE PL	ROVIDE NAME, ADDRESS, AN	ND TELEPHONE NUMBER OF THE CO	NTACT WITH THE ISSUIN	G GROUP	
□ Term	U WL	UL	□ Other:		
CLASSIFICATION OF POLICY (P	LEASE CHECK ONE)				
□ Annually	Semi-Annually	□ Quarterly	□ Monthly	\$	
POLICY PREMIUM PAYMENT (F	PLEASE CHECK THE APPROF	PRIATE BOX)		PREMIUM A	MOUNT
PLEASE PROVIDE THE NAMES A	AND RELATIONSHIP OF ALL	PRIMARY BENEFICIARIES OF THE P	OLICY (IF IT IS A TRUST, I	PROVIDE NAME AN	D ADDRESS OF TRUSTEE)
ADDITIONAL BENEFICIARIES A	ND/OR CONTINGENT BENEF	ICIARIES			
POLICY OWNER	INFORMATION				
EXACT NAME OF POLICY OWN	ER (INDIVIDUAL / CORP. / TRU	JST - AS LISTED WITH LIFE INSURANCI	E CARRIER)	SOCIAL SECURITY	OR TAX ID NUMBER
POLICY OWNER ADDRESS (ADD	DRESS / STATE OF DOMICILE O	DF INDIVIDUAL / CORP. / TRUST)		TELEPHONE NUMB	ER
СІТҮ		STATE		ZIP CODE	
EXACT NAME OF CORPORATE	OFFICER(S) / TRUSTEE(S) (IF	CORPORATE / TRUST OWNED POLICY)	)	DATE OF INCORPO	RATION / TRUST
IF THERE ARE MULTIPLE POLI	CY OWNERS, THEN PLEASE	LIST ALL NAMES AND STATES OF RE	SIDENCE		
IF THERE ARE MULTIPLE POLI	CY OWNERS, THEN PLEASE	LIST ALL NAMES AND STATES OF RE	SIDENCE		
□ Family Member	□ Spouse	Business Partner	Delicy Owner i	s Insured	Other:
IF POLICY OWNER IS AN INDIV	IDUAL, THEN PLEASE CHEC	K APPICABLE RELATIONSHIP TO INS			
□ Single	□ Married	□ Widowed	Legally Separa	ted	Divorced – Date:
IF POLICY OWNER IS AN INDIV	IDUAL, THEN PLEASE CHEC	K MARITAL STATUS			
□ YES	D NO	□ YES	□ NO		Date:
HAS POLICY OWNER EVER DEC	CLARED BANKRUPTCY?	IF SO, HAS IT BEEN DISCHARGED?			WHEN WAS IT DISCHARGED?

#### <u>For multiple policies, please photocopy this page, complete the above information</u> and sign new insurance authorizations for each policy.

#### ADDITIONAL INFORMATION

#### I. PLEASE DESCRIBE REASONS FOR CONSIDERING THE SALE OF POLICY(IES), CHECK ALL THAT APPLY:

□ No longer require or want to pay for the life coverage

- Health & living expenses are a financial burden
- □ Interested in learning market value of policy

- □ Planning to lapse, cancel, or surrender the policy
- Considering a 1035 Exchange or replacement policy
- Cash liquidity preferred due to current financial situation

**D**NO

• Other or provide further details:

#### All Policy Owner(s) and Insured(s) please sign at the bottom of the page, regardless of whether you complete all of the financial information below.

Please be advised that any Policy Owner(s) and/or Insured(s) who declines to provide full and complete financial data acknowledges and accepts responsibility that such lack of data will impede Welcome Funds Inc's ability to provide recommendations it deems suitable, based on personal and specific financial needs, conditions and situations.

#### **Check here if you choose NOT to complete some or all of the requested financial information below (and sign below).**

II. INVESTMENT PROFILE (PLEASE USE COMBINED FIGURES FOR JOINT ACCOUNTS):						
<b>INVESTMENT OBJECTIVES:</b> (check all that apply)	Capital Preserv	vation	□ Income	Capital Ap	preciation/Growth	□ Speculation
POLICY OWNER'S TAX BRACKET:	□ 10%	<b>□</b> 15%	<sup>∞</sup> □ 25%	□ 28%	□ 33%	□ 35%
POLICY OWNER'S NET WORTH:	□ \$0 - \$49,999	<b>□</b> \$50	,000 - \$99,999	□ \$100,00	0 - \$199,999	□ \$200,000 -\$499,999
	□ \$500,000 - \$99	9,999	□ \$1,0	00,000 - \$2,49	9,999	□ \$2,500,000 and up

#### **ESTIMATED INSURABLE CAPACITY FOR INSURED(S): \$**

#### TOTAL AMOUNT OF IN-FORCE LIFE INSURANCE COVERING INSURED(S): \$

#### **III. PLEASE CERTIFY THE CURRENT ACCREDITED INVESTOR STATUS OF THE POLICY OWNER:**

THE POLICY OWNER IS CONSIDERED AN ACCREDITED INVESTOR:

(Refer to the definitions below to answer the above question and if "yes," then please check the appropriate description)

#### INDIVIDUALS:

1. An individual that has a net worth or joint net worth, with the individual's spouse, in excess of \$1,000,000. "Net worth" for these purposes is defined as the value of total assets at fair market value, including but not limited to non-primary residence home (the value of the primary residence, as of July, 2010, is excluded), home furnishings and automobiles, less total liabilities; or

□ YES

An individual that (i) had income (exclusive of any income attributable to the individual's spouse) of more than \$200,000 for 2. each of the past two years or joint income with the individual's spouse in excess of \$300,000 in each of those years, and (ii) reasonably expects to reach the same individual income level, or the same joint income level, as the case may be, in the current year; or

#### **ENTITIES:**

- A corporation, partnership, limited liability company, Massachusetts or similar business trust or tax-exempt organization as defined in Section 501(c)(3) of the Code, that (i) has total assets in excess of \$5,000,000, and (ii) was not formed for the specific purpose of investing in the life insurance policy and then selling it; or
- 4. A revocable trust which may be amended or revoked at any time by the grantors thereof, and of which all of the grantors are accredited investors under either (1) or (2) above; or
- 5. A trust (i) that has total assets in excess of \$5,000,000, (ii) that was not formed for the specific purpose of acquiring the life insurance policy and then selling it, and (iii) whereby the investment decisions are directed by a person who has such knowledge and experience in business and financial matters and who can evaluate the merits and risks of its investments; or
  - A trust for which a bank or savings and loan association is acting as fiduciary in directing investment decisions; or 6.
- An entity whose equity owners are each "accredited investors" i.e., persons meeting the requirements set forth in either of (1) or 7. (2) above.

#### Verified and Confirmed By:

Signature of Primary Insured	Printed Name	Date
Signature of Secondary Insured (if applicable)	Printed Name	Date
Signature of Policy Owner #1 (if not Insured)	Printed Name	Date
Signature of <b>Policy Owner #2</b> (if <u>not</u> Insured) FORM WFLEF7/10	Printed Name	© 2010 Welcome Funds In

#### PERSONAL ACKNOWLEDGEMENTS

I. Do you have a referring advisor/broker authorized, on your behalf, to a) represent your interests regarding this Evaluation				
Request & potential transaction; & b) to accept offers, if any, for the sale of your existing life insurance policy?				
$\Box$ Yes $\Box$ No				
If Yes, then please provide the name(s) of such advisor(s)/broker(s) below:				
Name of Referring Advisor /Broker #1 Name of Referring Advisor/Broker #2 (if applicable)				
II. Have you signed a Power of Attorney (POA) granting a legal representative to act on your behalf or do you have Guardian ad Litem or similar legal representative acting on your behalf regarding this Evaluation Request & Potenti Transaction?				
Primary Insured:   Image: Yes   No   Policy Owner #1: (if not Insured):   Image: Yes   No     Secondary Insured (if applicable):   Image: Yes   Image: No   Policy Owner #2 (if applicable):   Image: Yes   Image: No				
If Yes, then please 1) attach the applicable legal documents to this Evaluation Request; 2) have the legal representative of the insured sign the "Authorization for Disclosure of Protected Health Information" forms for the primary and secondary insured as applicable; and 3) provide the names of such legal representative(s) below:				
Name of Legal Representative of Primary Insured (if applicable)   Name of Legal Representative of Policy Owner #1 (if applicable)				
Name of Legal Representative of Secondary Insured (if applicable)     Name of Legal Representative of Policy Owner #2 (if applicable)				
III. How did you learn about the option to sell your insurance policy?				
Through my/our own knowledge and/or research and asked to receive this Evaluation Request.				
□ Through my/our referring advisor/broker.				
IV. Was this insurance policy premium financed?				
$\Box$ Yes $\Box$ No				
If yes, then please 1) attach all finance documents, including contracts, trusts and/or corporate documents etcin order to evaluate and determine the validity and legality of this potential transaction for insurable interest; 2) provide the name of				
the financing company:				
Name of Financing Company (if applicable)				

I/We represent that the information contained in this Evaluation Request for Sale of Existing Life Insurance is correct and accurate and acknowledge that WELCOME FUNDS INC may rely on such information, including but not limited to the Personal Acknowledgements above. I/we will immediately notify WELCOME FUNDS INC of any changes.

I/We give my/our consent to WELCOME FUNDS INC, its agents and/or authorized representatives to release and/or transmit electronically all financial and insurance information gathered from this Evaluation Request for Sale of Existing Life Insurance, including but not limited to medical records, notes and lab reports pertaining to the insured's health, to the appropriate parties who have an identifiable need to facilitate the sale of my/our life insurance policy.

I/We further acknowledge that this Evaluation Request for Sale of Existing Life Insurance may become part of my contract for the sale of my existing life insurance policy if my/our life insurance policy is purchased. In addition, I/we have been advised that I/we may obtain a copy, upon request, of any written agreement that I/we enter into regarding or relating to the sale of my/our life insurance policy(ies).

#### Acknowledged By:

Signature of Primary Insured	Printed Name	Date
Signature of Secondary Insured (if applicable)	Printed Name	Date
Signature of Policy Owner #1 (if not Insured)	Printed Name	Date
Signature of Policy Owner #2 (if not Insured)	Printed Name	Date
FORM WFI.EF7/10	- 4 -	© 2010 Welcome Funds Inc



#### NOTICE OF DISCLOSURE (PAGE 1 OF 2)

Fraud Warning: Any person who knowingly presents false information in an application for insurance or a viatical settlement contract is guilty of a crime & may be subject to fines & confinement in prison.

The financial relationship between your viatical settlement broker and the provider of the viatical settlement creates a potential conflict of interest between your financial interests and the financial interests of viatical settlement provider and viatical settlement broker. The individual brokering this viatical settlement transaction owes you a fiduciary duty of loyalty. Your viatical settlement broker must advise you based exclusively upon your best interests, not the best interests of the viatical settlement broker or viatical settlement provider.

- 1. If you enter into a viatical settlement contract, then the beneficiaries of the life insurance policy lose the life insurance policy's benefits, equity and protection. In addition, by entering into this viatical settlement contract, the insured may not qualify for another life insurance policy or may be required to pay substantially higher premiums.
- 2. There are possible alternatives to selling your life insurance including any accelerated death benefits or policy loans offered by your life insurance company. You are advised to consult a financial advisor, certified public accountant and/or an attorney regarding these potential alternatives.
- 3. WELCOME FUNDS INC and your referring advisor/broker, if any, represents exclusively you and not the insurer or viatical settlement provider, and owes a fiduciary duty to you, including the duty to act according to your instructions and in your best interest notwithstanding the manner in which WELCOME FUNDS INC and your referring advisor/broker, if any, is compensated.
- 4. Some or all of the proceeds of your viatical settlement may be taxable under federal income tax and/or state franchise and income tax laws. WELCOME FUNDS INC is not a tax advisor and recommends that you consult your own professional tax advisor regarding this transaction.
- 5. Viatical settlement proceeds could be subject to the claims of creditors.
- 6. The sale of your insurance policy may affect your right to receive Medicaid or other government benefits or entitlements. Advice on such effects should be obtained from the appropriate government agencies.
- 7. You have the right to rescind (terminate) a viatical settlement contract before the earlier of thirty (30) calendar days after the date upon which the contract is executed by all parties or fifteen (15) calendar days after the proceeds have been paid to you. Rescission, if exercised, is effective only if both notice of the rescission is given and repayment of all proceeds and any premiums, loans and loan interest on account of the viatical settlement is made within the rescission period. If the insured dies during the rescission period, then the viatical settlement contract shall be deemed rescinded, subject to repayment by you or your estate to the viatical settlement provider of all proceeds and any premiums, loans and loan interest paid on account of the viatical settlement within sixty (60) days after the insured's death.
- 8. Funds will be sent to you within three (3) business days after the viatical settlement provider has received the insurer or group administrator's written acknowledgment that ownership of the policy or interest in the certificate has been transferred and the beneficiary has been designated. WELCOME FUNDS INC and your referring advisor/broker, if any, has no access to or control over viatical settlement provider funds that are set aside in escrow or trust.
- 9. Total compensation payable to WELCOME FUNDS INC and your referring advisor/broker, if any, shall collectively not exceed a maximum of 8% of the Net Death Benefit (NDB) of your policy. Proceeds of your settlement are represented by the Net Purchase Price (NPP) as follows: NPP = Gross Purchase Price (GPP) as paid by the viatical settlement provider reduced by the total compensation as described above. Actual compensation shall be disclosed no later than the date the viatical settlement contract is signed by all parties.

#### [Additional disclosures are on the following page]

#### NOTICE OF DISCLOSURE (PAGE 2 OF 2)

- 10. Entering into a viatical settlement contract may cause other rights or benefits, including conversion rights and waiver of premium benefits, which may exist under the policy or a certificate of a group life insurance policy to be forfeited.
- 11. A viatical settlement provider or WELCOME FUNDS INC may ask the insured for medical, financial and personal information. All medical, financial or personal information solicited or obtained by a viatical settlement provider or WELCOME FUNDS INC about an insured, including the insured's identity or the identity of family members, a spouse or significant other may be disclosed as necessary to effect the viatical settlement between you and the viatical settlement provider. If you are asked to provide this information, you will be asked to consent to this disclosure. The information may be presented to someone who buys the policy or provides funds for the purchase. You may be asked to renew your permission to share information every two (2) years. In addition, information regarding the policy owner's and insured's identity and insured's medical condition will 1) be shared with the insurer that issued the life insurance policy; and 2) shall be available to each subsequent owner of the life insurance policy.
- 12. Following execution of a viatical settlement contract, the insured may be contacted for the purpose of determining the insured's health status and to confirm the insured's residential or business street address and telephone number, or for other purposes permitted by law. This contact is limited to once every three (3) months if the insured has a life expectancy of more than one (1) year, and no more than once per month if the insured has a life expectancy of one (1) year or less. All such contacts shall be made only by a viatical settlement provider licensed in the state in which you resided at the time of the viatical settlement, or by the authorized representative of a duly licensed viatical settlement provider.
- 13. If the policy to be viaticated (sold) is group coverage, the insured is advised to check with the manager of the group about whether permission is required to sell the policy or other conditions.
- 14. Entering into a viatical settlement contract will result in investors having a financial interest in the insured's death.
- 15. WELCOME FUNDS INC recommends that you read the viatical settlement contract and seek assistance from a professional financial advisor and/or consult with your legal advisor prior to signing it.
- 16. I/we confirm and acknowledge that WELCOME FUNDS INC has provided me/us with a brochure developed and/or approved by the National Association of Insurance Commissioners (NAIC) describing the process of viatical settlements.

#### I/We acknowledge that I/we have read and understand the disclosures above (1-16).

Signature of <b>Primary Insured</b>	Printed Name	Date
Signature of Secondary Insured (if applicable)	Printed Name	Date
Signature of <b>Policy Owner #1</b> (if <u>not</u> Insured)	Printed Name	Date
Signature of <b>Policy Owner #2</b> (if <u>not</u> Insured)	Printed Name	Date
Signature of Authorized Representative of Welcome Funds Inc	Printed Name	Date



#### IMPORTANT CONSUMER NOTICES

Fraud Warning: Any person who knowingly presents false information in an application for insurance or a viatical settlement contract is guilty of a crime & may be subject to fines & confinement in prison.

The financial relationship between your viatical settlement broker and the provider of the viatical settlement creates a potential conflict of interest between your financial interests and the financial interests of viatical settlement provider and viatical settlement broker. The individual brokering this viatical settlement transaction owes you a fiduciary duty of loyalty. Your viatical settlement broker must advise you based exclusively upon your best interests, not the best interests of the viatical settlement broker or viatical settlement provider.

By entering into a viatical settlement contract:

- 1. You are making a complex financial decision that may or may not be in your in your or your family's financial best interest. Seek independent advice from financial planning experts and responsible government agencies.
- 2. You may not be able to purchase another life insurance policy.
- 3. You could lose Medicaid and other valuable benefits.
- 4. You will receive proceeds that may be subject to federal and state taxes to the claims of creditors.
- 5. You have sold your life insurance policy to strangers who have a financial interest in the life and death of the person whose life is insured by the policy.
- 6. You or your residence may be contacted on a regular basis to determine if you have died or if your health status has deteriorated.

#### I/We acknowledge that I/we have read and understand the Important Consumer Notices above (1-6).

Signature of Primary Insured	Printed Name	Date
Signature of Secondary Insured (if applicable)	Printed Name	Date
Signature of Policy Owner #1 (if not Insured)	Printed Name	Date
Signature of <b>Policy Owner #2</b> (if <u>not</u> Insured)	Printed Name	Date
Signature of Authorized Representative of Welcome Funds Inc	Printed Name	Date



#### VIATICAL SETTLEMENT PROVIDER DISCLOSURES

Fraud Warning: Any person who knowingly presents false information in an application for insurance or a viatical settlement contract is guilty of a crime & may be subject to fines & confinement in prison.

A viatical settlement provider shall provide the viator with at least the following disclosures no later than the date the viatical settlement contract is signed by all parties. The disclosures must be displayed conspicuously in the viatical settlement contract or in a separate document signed by the viator and the viatical settlement provider, and provide the following information:

- 1. The affiliation, if any, between the viatical settlement provider and the issuer of the policy to be acquired pursuant to a viatical settlement contract.
- 2. The name, business address, and telephone number of the viatical settlement provider.
- 3. Whether any affiliations or contractual arrangements exist between the viatical settlement provider and the viatical settlement purchaser.
- 4. If a policy to be acquired pursuant to a viatical settlement contract has been issued as a joint policy or involves family riders or any coverage of a life other than the insured under the policy to be acquired pursuant to a viatical settlement contract, the viator must be informed of the possible loss of coverage on the other lives under the policy and must be advised to consult with the viator's insurance producer or the company issuing the policy for advice on the proposed viatical settlement contract.
- 5. The dollar amount of the current death benefit payable to the viatical settlement provider under the policy. If known, the viatical settlement provider also shall disclose the availability of additional guaranteed insurance benefits, the dollar amount of accidental death and dismemberment benefits under the policy or certificate, and the extent to which the viator's interest in those benefits will be transferred as a result of the viator's settlement contract.
- 6. The name, business address, and telephone number of the escrow agent, and that the viator may inspect or receive copies of the relevant escrow or trust agreements or documents. Also, that an escrow agent shall provide escrow services to the parties pursuant to a written agreement signed by the viatical settlement provider, the escrow agent, and the viator. At the close of escrow, the escrow agent must distribute the proceeds of the sale to the viator, minus any compensation to be paid to any other persons who provided services and to whom the viator has agreed to compensate out of the gross amount offered by the viatical settlement purchaser. All persons receiving any form of compensation under the escrow agreement shall be clearly identified, including name, business address, telephone number, and tax identification number.

#### I/We acknowledge that I/we have read and understand the disclosures above (1-6).

Signature of Primary Insured	Printed Name	Date
Signature of Secondary Insured (if applicable)	Printed Name	Date
Signature of Policy Owner #1 (if not Insured)	Printed Name	Date
Signature of Policy Owner #2 (if not Insured)	Printed Name	Date
Signature of Authorized Representative of Welcome Funds Inc	Printed Name	Date
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#### AUTHORIZATION FOR THE RELEASE OF LIFE INSURANCE POLICY INFORMATION

Life Insurance Company

**Policy Number** 

Printed Name of All Policy Owner(s)

Printed Name of Insured(s)

I/we (the undersigned individual(s)) hereby authorize the above-referenced life insurance company and/or any other entity or person that has information related to the above-referenced life insurance policy to release such information to and reply immediately to any written, telephonic or other request for information or documents required by WELCOME FUNDS INC and/or its authorized representatives pertaining to the above-referenced life insurance policy that I/we own.

I/we understand and specifically authorize the release of information by this form to include any and all LIFE INSURANCE POLICY OR CERTIFICATE information, including but not limited to: *applications for insurance, forms, riders, illustrations, conversions, current values, verification of coverage, contestable and suicide status, lapse or reinstatement application and history and amendments concerning the policy or certificate, confirmation and status of change in ownership designations and any other general information about my coverage.* 

WELCOME FUNDS INC makes it hereby known that the policy owner has the right to withdraw consent to this Release of Life Insurance Policy Information at any time, pursuant to applicable law. I/we understand that WELCOME FUNDS INC will keep all information disclosed hereunder confidential and will only use the information provided for the purpose of evaluating my life insurance coverage, determining my eligibility for sale of my life insurance policy and facilitating the potential sale of my life insurance policy. Furthermore, I/we understand that WELCOME FUNDS INC will not release any information to any person or organization except as may be otherwise lawfully required or as I/we may further authorize.

I/we certify that I/we am/are executing and delivering this Authorization freely and unilaterally/collectively as of the date written below. I/we further certify that I/we have a full understanding of the Authorization's contents and I/we will retain a completed copy for future reference. I/we specifically authorize and request that this Authorization for the Release of Life Insurance Policy Information shall remain valid until the death of the Insured or until the case is declined by WELCOME FUNDS INC, absent any provision of any applicable state statute or regulation to the contrary, in which event it shall remain valid for the maximum period permitted thereunder and that a photocopy or facsimile of this document is as valid as an original. This document may also be signed in counterparts.

Authorized By:

Signature of Policy Owner #1

Printed Name

Date

Signature of Policy Owner #2 (if any)

Printed Name

Date



#### AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

I,

(the undersigned individual), DOB

SS#

hereby authorize disclosure, as defined under the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, of my protected health information ("PHI") as follows:

- 1. <u>Classes of Persons Authorized to Disclose My PHI.</u> I authorize each doctor, hospital, laboratory, nurse, pharmacy, pharmacy benefits manager, physician, physician practice group, clinician, insurance organization and any other type of health care provider (each, an "Authorized HCP") having any PHI about me to disclose any and all of my PHI as provided under this authorization. I further authorize each Authorized HCP to rely upon a photostatic or facsimile copy or other reproduction of this authorization.
- 2. Classes of Persons Authorized to Receive My PHI. I authorize each Authorized HCP to disclose my PHI under this authorization to Welcome Funds Inc including a) any of its affiliates, employees, agents, independent contractors, service providers and authorized representatives; and b) to any other person or entity required or compelled by law to receive or view such PHI to evaluate, facilitate, monitor, underwrite and solicit bids and/or complete the sale of my life insurance policy(ies), including but not limited to medical underwriters, lenders, financing entities, buyers of life insurance policies, life expectancy providers, brokers/brokerages and its or their respective affiliates, employees, agents, independent contractors, service providers and authorized representatives (each, an "Authorized Recipient"). I understand that my PHI may be secured by and electronically transmitted to an Authorized Recipient, including but not limited to transmission via e-mail and posting to a password protected, secure website.
- 3. Description of PHI Authorized for Disclosure and Purpose of Disclosure. This authorization shall apply to any and all of my health, genetic and medical data, evaluations, notes, treatments, prescriptions, lab results, diagnosis, diagnostic testing, information, recommendations, reports and records (collectively, "Data"), whether or not personally or individually identifiable or protected under any federal or state confidentiality or privacy laws or regulations. This authorization and all disclosures of my PHI made under this authorization are for purposes of allowing an Authorized Recipient to a) monitor, track, verify, analyze, assess, evaluate and/or underwrite my health or medical status/condition or life expectancy, including without limitation, in connection with the possible sale of any life insurance policy, annuity or certificate of life insurance under which my life is insured; and b) track and develop mortality and longevity trends and products. I acknowledge that some state and federal laws prohibit/may prohibit the disclosure of Data related to mental/emotional health conditions, psychiatric treatment, substance abuse (drugs, alcohol, medications etc), or HIV related and/or communicable/sexually transmitted disease information without specific written consent. This authorization serves as specific consent a) for such disclosure to occur; b) for each Authorized Recipient to perform the functions described herein; and c) to include Data that is created before and after the date this authorization is signed, up until its expiration or revocation date.
- 4. **Expiration of Authorization.** This authorization shall remain valid until, and shall expire, one year after the date of my death.
- 5. <u>Right to Revoke Authorization</u>. I acknowledge and understand that I may revoke this authorization at any time via written notification by mail or personal delivery to Welcome Funds Inc at 4755 Technology Way, Suite 202, Boca Raton, FL 33431, with respect to Welcome Funds Inc; and to any Authorized HCP at the address designated to me by such Authorized HCP, with respect to such Authorized HCP. I further acknowledge that any revocation of this authorization, with respect to Welcome Funds Inc and/or any Authorized HCP, shall not apply to the extent that Welcome Funds Inc and/or any Authorized HCP, as applicable, has acted in reliance upon this authorization prior to receiving written notice of my revocation.
- 6. <u>Inability to Condition Treatment, Payment, Enrollment or Eligibility for Benefits on Provision of Authorization.</u> No Authorized HCP or other covered entity may condition my treatment, payment, enrollment or eligibility for benefits on whether I sign this authorization.

I understand that a) this Authorization is not a consent or an authorization requested by a health care provider, health care clearinghouse or health plan covered by the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA"); b) as a result of this Authorization, there is the potential for my PHI that is disclosed by any Authorized HCP to an Authorized Recipient to be subject to re-disclosure by the Authorized Recipient and my PHI that is disclosed to such Authorized Recipient may no longer be protected by the HIPAA or other privacy laws and regulations; and c) my ongoing health status may be tracked as a result of this Authorization.

I certify that I am executing and delivering this authorization freely and unilaterally as of the date written below and that all information contained in this authorization is true and correct. I further certify that this authorization is written in plain language and that I have received and retained a copy of this signed authorization for future reference.

List of Authorized Disclosers (AD) (Hospitals, Doctors, Etc.):		
Authorized by:		
Signature of Individual (Primary Insured)	Printed Name	Date
Signature of Legal Representative of Primary Insured (if any)	Printed Name	Date
Description of Legal Representative's Authority (if any):	., Guardian ad Litem or similar status – Please attach lega	al documents for verification)

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#### AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

I,

(the undersigned individual), DOB

SS#

hereby authorize disclosure, as defined under the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, of my protected health information ("PHI") as follows:

- 1. <u>Classes of Persons Authorized to Disclose My PHI.</u> I authorize each doctor, hospital, laboratory, nurse, pharmacy, pharmacy benefits manager, physician, physician practice group, clinician, insurance organization and any other type of health care provider (each, an "Authorized HCP") having any PHI about me to disclose any and all of my PHI as provided under this authorization. I further authorize each Authorized HCP to rely upon a photostatic or facsimile copy or other reproduction of this authorization.
- 2. Classes of Persons Authorized to Receive My PHI. I authorize each Authorized HCP to disclose my PHI under this authorization to Welcome Funds Inc including a) any of its affiliates, employees, agents, independent contractors, service providers and authorized representatives; and b) to any other person or entity required or compelled by law to receive or view such PHI to evaluate, facilitate, monitor, underwrite and solicit bids and/or complete the sale of my life insurance policy(ies), including but not limited to medical underwriters, lenders, financing entities, buyers of life insurance policies, life expectancy providers, brokers/brokerages and its or their respective affiliates, employees, agents, independent contractors, service providers and authorized representatives (each, an "Authorized Recipient"). I understand that my PHI may be secured by and electronically transmitted to an Authorized Recipient, including but not limited to transmission via e-mail and posting to a password protected, secure website.
- 3. Description of PHI Authorized for Disclosure and Purpose of Disclosure. This authorization shall apply to any and all of my health, genetic and medical data, evaluations, notes, treatments, prescriptions, lab results, diagnosis, diagnostic testing, information, recommendations, reports and records (collectively, "Data"), whether or not personally or individually identifiable or protected under any federal or state confidentiality or privacy laws or regulations. This authorization and all disclosures of my PHI made under this authorization are for purposes of allowing an Authorized Recipient to a) monitor, track, verify, analyze, assess, evaluate and/or underwrite my health or medical status/condition or life expectancy, including without limitation, in connection with the possible sale of any life insurance policy, annuity or certificate of life insurance under which my life is insured; and b) track and develop mortality and longevity trends and products. I acknowledge that some state and federal laws prohibit/may prohibit the disclosure of Data related to mental/emotional health conditions, psychiatric treatment, substance abuse (drugs, alcohol, medications etc), or HIV related and/or communicable/sexually transmitted disease information without specific written consent. This authorization serves as specific consent a) for such disclosure to occur; b) for each Authorized Recipient to perform the functions described herein; and c) to include Data that is created before and after the date this authorization is signed, up until its expiration or revocation date.
- 4. <u>Expiration of Authorization</u>. This authorization shall remain valid until, and shall expire, one year after the date of my death.
- 5. <u>Right to Revoke Authorization</u>. I acknowledge and understand that I may revoke this authorization at any time via written notification by mail or personal delivery to Welcome Funds Inc at 4755 Technology Way, Suite 202, Boca Raton, FL 33431, with respect to Welcome Funds Inc; and to any Authorized HCP at the address designated to me by such Authorized HCP, with respect to such Authorized HCP. I further acknowledge that any revocation of this authorization, with respect to Welcome Funds Inc and/or any Authorized HCP, shall not apply to the extent that Welcome Funds Inc and/or any Authorized HCP, as applicable, has acted in reliance upon this authorization prior to receiving written notice of my revocation.
- 6. <u>Inability to Condition Treatment, Payment, Enrollment or Eligibility for Benefits on Provision of Authorization.</u> No Authorized HCP or other covered entity may condition my treatment, payment, enrollment or eligibility for benefits on whether I sign this authorization.

I understand that a) this Authorization is not a consent or an authorization requested by a health care provider, health care clearinghouse or health plan covered by the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA"); b) as a result of this Authorization, there is the potential for my PHI that is disclosed by any Authorized HCP to an Authorized Recipient to be subject to re-disclosure by the Authorized Recipient and my PHI that is disclosed to such Authorized Recipient may no longer be protected by the HIPAA or other privacy laws and regulations; and c) my ongoing health status may be tracked as a result of this Authorization.

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List of Authorized Disclosers (AD) (Hospitals, Doctors, Etc.):		
Authorized by:		
Signature of Individual (Second Insured)	Printed Name	Date
Signature of Legal Representative of Second Insured (if any)	Printed Name	Date
Description of Legal Representative's Authority (if any):	(POA, Guardian ad Litem or similar status – Please attach legal	documents for verification)

Selling Your Life Insurance Policy

State Insurance

Department

*Understanding Viatical Settlements* 

# What is a Viatical Settlement?

A viatical settlement is the sale of a life insurance policy to a third party. The owner (*viator*) of the life insurance policy sells the policy for an immediate cash benefit.

The buyer (the viatical settlement provider) becomes the new owner of the life insurance policy, pays future premiums, and collects the death benefit when the insured dies.

At one time, most viatical settlements were from people with a life-threatening illness. Now, individuals who are not facing a health crisis may sell their life insurance policies to get cash.

Your state insurance department and the National Association of Insurance Commissioners want you to have the facts before you sell your life insurance policy. This brochure provides some of that information, but it is only a starting point. Consult your own professional financial advisor, attorney, or accountant to help you decide if this is the most suitable arrangement for you.

#### **Consider Your Options**

If you're selling your policy to get cash to pay expenses, check all of your options. You may find a way to get more cash from your life insurance policy.

- 1. Ask your insurance agent or company if you have any cash value in your life insurance policy. You may be able to use some of the cash value to meet your immediate needs and keep your policy in force for your beneficiaries. You may also be able to use the cash value as security for a loan from a financial institution.
- 2. Find out if your life insurance policy has an *accelerated death benefit*. An accelerated death benefit typically pays some of the policy's death benefit before the insured dies. It may be a way for you to get cash from a policy without selling it to a third party.

### **Consumer tips**

- Comparison shop. Get quotes from several companies to make sure you have a competitive offer.
- Find out the tax implications. Not all proceeds received from the sale of your life insurance policy are tax free.
- It's important to know that any of your creditors could claim your cash settlement.
- Find out if you will lose any public assistance benefits such as food stamps or Medicaid if you get a cash settlement.
- The buyer of your policy can periodically ask you about your health status. The buyer is required to give you a privacy notice outlining who will get this personal information. Be sure to read it.
- Check all application forms for accuracy, especially your medical history. All questions must be answered truthfully and completely.
- Make sure the viatical settlement provider agrees to put your settlement proceeds into an independent escrow account to protect your funds during the transfer.

Find out if you have the right to change your mind about the settlement AFTER you get the money. If so, how many days do you have to reconsider and return the money?

## **Questions to Ask**

- Do I still need life insurance protection?
- If I sell my policy, how do they decide how much cash I get?
- Is this an employer or other group policy? If so, do I need permission to sell it?
- If I sell my policy, who will be the legal owner?
- Do I need the advice of a tax or estate planning advisor before I decide to sell my policy?
- Who will have specific information about me, my family or my health status?
- After I sell my policy, can it be resold by the buyer?

Your state insurance department may have a list of viatical settlement providers and brokers that are licensed to do business in the state. Contact them to make sure yours are on the list.

## Always Check with Your State

- Contact your state insurance or securities departments to learn about the issues and risks of viatical settlements if:
- you're considering selling your life insurance policy;
- you're asked to sell your life insurance policy *and* your health hasn't changed since you bought the policy;
- you're asked to buy a new life insurance policy and immediately sell it for cash.

## Buying a Life Insurance Policy?

If you're interested in buying a life insurance policy as an investment, contact your state insurance department before you make a decision.