



**The undersigned represents to 3 Mark Financial - Texas, Inc. that:**

- A. The information contained herein is complete and accurate and may be relied upon by 3 Mark Financial - Texas, Inc., Life Settlement/Viatical Settlement Providers and Financing Sources.
- B. The undersigned will immediately notify 3 Mark Financial - Texas, Inc. of any material change in any information contained herein, occurring prior to conclusion of the proposed sale, including but not limited to: cancellation and release of insurance policies, assignment of ownership of policies, change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies.

The proposed sale, cancellation and release of insurance policies, assignment of ownership of policies, or change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies will be solely for the benefit and account of the undersigned, and not for the account or benefit of any other person.

**FRAUD WARNING**

**ANY PERSON WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE OR AN APPLICATION FOR A VIATICAL SETTLEMENT CONTRACT HAS COMMITTED A FRAUDULENT VIATICAL SETTLEMENT ACT AND ON CONVICTION IS SUBJECT TO FINES, IMPRISONMENT, OR BOTH, UNDER § 27-408 OF THE INSURANCE ARTICLE OF THE ANNOTATED CODE OF MARYLAND.**

**NOTICE TO APPLICANTS**

Neither 3 Mark Financial - Texas, Inc. nor its officers, directors, or principals provide legal, accounting, or financial advice to prospective applicants regarding the advisability or relative merits of selling or conveying their legal rights in existing life insurance policies in exchange for cash payments referred to as living benefits, viatical settlements, inter vivos settlements, or other similar terms.

An applicant must determine the relative benefit of any such living benefit settlement after review of the legal and financial implications of such a settlement with the applicant's own attorney, accountant, or other appropriate advisors, only then, should a decision be made to effect such a sale or settlement.

Applicant has a clear & complete understanding of the current or future benefits of the life insurance policy being offered for sale or settlement.

Applicant acknowledges that he/she has freely and voluntarily provided the information requested in this application.

**PLEASE SEND WITH THE COMPLETE APPLICATION FORM, PHOTOCOPIES OF THE FOLLOWING:**

- A. Life Insurance policy to be sold, including the application for insurance
- B. Your Driver's License
- C. Last premium statement from your Life Insurance company (if available)
- D. Social Security Card

\_\_\_\_\_  
**Applicant's Full Name (Type or Print)**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness' Full Name (Type or Print)**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**





3 Mark Financial - Texas, Inc.  
1600 Highway 6 Suite 400  
Sugar Land, TX 77478  
Toll Free: 866.588.2927  
Telephone: 281.269.2300  
Fax: 281.269.2347

**Life Insurance Information Release Form**

Life insurance policy number \_\_\_\_\_ issued by \_\_\_\_\_  
(Insurance Company), is owned by \_\_\_\_\_, and insured the life of  
\_\_\_\_\_.

I authorize the release to 3 Mark Financial - Texas, Inc. (3 Mark) or its designee, any or all information concerning the above policy.

I authorize 3 Mark to share this information with life settlement providers, brokerage general agents, and other parties, as required. The purpose of this sharing of information is to obtain quotes for life settlements, and/or life and health insurance policies.

\_\_\_\_\_  
Policy Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Social Security Number



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## **DISCLOSURE**

The owner of the life insurance policy to be viaticated, the viator, should be aware of the following:

1. There are possible alternatives to viatical settlement contracts, including any accelerated death benefits or policy loans offered under the viator's policy.
2. Some or all of the proceeds of the viatical settlement may be taxable under federal or state income tax law, and assistance should be sought from a professional tax adviser.
3. Proceeds of the viatical settlement could be subject to the claims of creditors.
4. Receipt of the proceeds of a viatical settlement may adversely affect the viator's eligibility for Medicaid or other government benefits or entitlements, and advice should be obtained from the appropriate governmental agencies.
5. The viator has the right to rescind a viatical settlement contract for 15 calendar days after receipt of the viatical settlement proceeds by the viator, subject to repayment of all viatical settlement proceeds and any premiums and loan interest paid by the viatical settlement provider. If the insured dies during the rescission period, the viatical settlement contract shall be deemed to have been rescinded, subject to repayment of all viatical settlement proceeds and any premiums, loans and loan interest to the viatical settlement provider.
6. Funds will be sent to the viator within three business days after the viatical settlement provider has received the insurer's or group administrator's acknowledgment that ownership of or interest in the policy has been transferred and the beneficiary has been designated.
7. Entering into the viatical settlement contract may cause other rights or benefits, including conversion rights and waiver of premium benefits that may exist under the policy, to be forfeited by the viator, and that assistance should be sought from a financial adviser.
8. The insured may be contacted by either the viatical settlement provider or the viatical settlement broker or its authorized representative for the purpose of determining the insured's health status. This contact is limited to once every 3 months if the insured has a life expectancy of more than 1 year, and not more than once per month if the insured has a life expectancy of one year or less.

All medical, financial or personal information solicited or obtained by a viatical settlement provider or viatical settlement broker about an insured, including the insured's identity or the identity of family members, a spouse, or a significant other may be disclosed as necessary to effect the viatical settlement between the viator and the viatical settlement provider. If you are asked to provide this information, you will be asked to consent to the disclosure. The information may be provided to someone who buys the policy or provides funds for the purchase. You may be asked to renew your permission to share information every 2 years.

I acknowledge that I have received a brochure developed and authorized by the National Association of Insurance Commissioners (NAIC) describing the process of viatical settlements.

\_\_\_\_\_  
**Signature of Insured**                      **Date**

\_\_\_\_\_  
**Signature of Policy Owner (Viator)**   **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**

\_\_\_\_\_  
**Signature of Witness**                      **Date**

\_\_\_\_\_  
**Signature of Witness**                      **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**

\_\_\_\_\_  
**Viatical Settlement Broker**              **Date**

\_\_\_\_\_  
**Printed Name**                              **Date**