

**DEATH CLAIM SUBMISSION GUIDE
FOR LIBERTY BANKERS LIFE or THE CAPITOL LIFE CLAIMS ONLY
Funeral Homes and Funding Companies**

DOCUMENTATION

The following is a list of the documents required to begin the claims process:

- Certified copy of the Death Certificate
- Verified Statement of Performance
- Itemized Funeral Home Bill for merchandise, services and cash advance items
- Executed “Next of Kin/Personal Representative Release, Subrogation and Assignment Form” (The Next of Kin signing the form must be a blood relative of the decedent. A Personal Representative signing the form must submit documentation establishing their right to and/or authority to execute the document.)
- IRS Form W-9 (from the funeral home/funding company if one is not already on file with Liberty Bankers or Capitol Life Insurance Companies)

For descendant (child/grandchild coverage) claims a copy of a newspaper obituary is acceptable to show relationship.

In addition to the above documents, a “Release, Subrogation and Assignment Form” signed by the provider of services must be received by the Claims Department in order for claims to be paid. If a funding company is involved, the funding company must also sign and return a separate assignment form. You will receive these assignment forms with instructions to complete them upon receipt and review of the initially requested documents.

Please note that if you have received documents by fax or email, you will need to verify that all language is legible before the documents are completed and returned to our office. We will not be able to accept any documents that are not fully legible.

WHERE TO FILE CLAIMS

BY MAIL:

ATTN: CLAIMS DEPT
P. O. Box 224
Brownwood, TX 76804-0224

BY FAX: CLAIMS DEPT
866-505-9377

BY EMAIL:
LMLClaims@insadmin.com

CONTACT US

BY PHONE:
800-972-6615

BY MAIL:
P. O. Box 224
Brownwood, TX 76804-0224

BY FAX:
866-505-9377

BY EMAIL:
HomeService@insadmin.com

CLAIM FORM COMPLETION GUIDE

Next of Kin/Personal Representative RELEASE, SUBROGATION AND ASSIGNMENT FORM LIFE POLICIES

Funeral Home Responsible for Ensuring All Blanks are Filled In
 FORM A: must be signed by Next of Kin/Personal Representative when funeral arrangements are made

Name of Decedent (Insured): _____ ***required**

Name of Next of Kin or Personal Representative: _____ ***required**

Address: _____ ***complete address, w/ city, st & zip**

Phone numbers: _____ ***at least 1 phone**

Cell: _____ **number required**

Home: _____ **number required**

Work: _____

Email addresses (if known): _____ **optional**

Name of Funeral Home: _____ ***Servicing funeral home - required**

Death Benefit Amount: If the Guaranty Association ("Association") determines the Funeral Home has a valid claim in accordance with the Liquidation Plan, the amount of the claim paid to the Funeral Home is the Death Benefit Amount.

Releasor understands that Funeral Home will submit a claim pursuant to the Liquidation Plan for Lincoln Memorial Life Insurance Company ("Insurer") which is involved. The Liquidation Plan was approved by the 25th District Court of Travis County, Texas on September 22, 2008. The Funeral Home will submit a claim to the Association for payment of the Death Benefit Amount related to the life insurance policy or policies allegedly issued by Insurer reserving the life of Decedent ("Policies"). The claim is payable only if certain conditions set forth in the Liquidation Plan are satisfied. If and only if Funeral Home's claim for benefits is approved in whole or in part and any Death Benefit Amounts paid by the Association (or its assigns or successors) to the Funeral Home, the Release, Subrogation, Transfer, and Assignment provisions of this document shall become effective. If the Funeral Home's claim is denied, then the Association's determination on Funeral Home's claim to the Funeral Home is being requested to sign this document in advance of the Association's determination on Funeral Home's claims in order to avoid the necessity of Releasor executing additional documents at a later date.

The following provisions become effective if and only if the Association pays a Death Benefit Amount to the Funeral Home.

Release. In consideration of the provision of coverage and payment of the Death Benefit Amount by the Association and other good and valuable consideration, Releasor and Releasor's heirs (if any), personal representatives, guardians, assigns, successors, agents, and all other persons claiming by or through Releasor do hereby release and discharge the Association, its members, affiliates, agents, attorneys, employees, third party administrators, successors and assigns (collectively the "Association and Related Parties") of and from any and all actions, causes of action, claims, demands, costs, expenses, compensation and any and all consequential or special damages or other damage, past, present or future, whether known or unknown, on account of or in any way arising out of any life insurance policies issued by Lincoln Memorial Life Insurance Company or Memorial Service Life Insurance Company ("Insurers") which covered the life of Decedent ("Policies"). This release is not intended in any way to release or discharge any person or entity other than the Association and Related Parties as set forth herein.

Subrogation, Transfer and Assignment. In further consideration of the provision of coverage set forth herein, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns any and all of Releasor's past, present and future claims, rights, demands, actions and causes of action against the Insurers to the Association (and its successors and assigns) which shall be subrogated to all of Releasor's rights under the Policies and which may bring any action or suit for the recovery of any damages or losses sustained by Releasor as deemed best or appropriate by the Association in its sole and absolute discretion.

Further, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns to the Association, its successors and assigns, any and all past, present and future claims, demands, actions, rights and/or causes of action Releasor may have against the Insurers as any other persons or entities of their own volition. The Policies shall have full force and effect in any way that does not conflict with the Release. Releasor, the Association and assigns (including all persons and assigns) shall have full power and authority for the purpose of Release to ask, demand, collect, prosecute, defend, settle or proceed at law or in equity against the Insurers or any other persons or entities or Releasor's name. Releasor further agrees to cooperate with the Association (and its successors and assigns) in its prosecution of any suits or proceedings against the Insurer and all other persons or entities, and will voluntarily testify on behalf of the Association (and its successors and assigns), if asked.

Releasor has carefully read the foregoing Release, Subrogation and Assignment and knows the contents hereof and has signed this Release, Subrogation and Assignment voluntarily and with full knowledge of its contents.

The undersigned is legally authorized to sign this Release, Subrogation and Assignment and bind Releasor. Releasor represents and warrants that Releasor is the personal representative and/or next of kin and is authorized to bind the Decedent's estate and any other relatives, heirs, devisees, legatees, or successors of the Decedent in connection with any interest any of them may claim in or arising out of the Policies.

Name: _____ ***printed name - required**

Date: _____ ***signature date - required**

Signature: _____ ***signature of next of kin/person signing as representative - required**

Relationship to Decedent/Insured: _____ ***relation - required**

FORM A

LIBERTY BANKERS LIFE INSURANCE COMPANY THE CAPITOL LIFE INSURANCE COMPANY

2121 Lohmans Crossing Road,
Suite 504-577
Lakeway, TX 78734
Toll Free: (877) 248-1111
Fax: (512) 637-4989

VERIFIED STATEMENT OF PERFORMANCE

***servicing th -required** Funeral Home hereby verifies and certifies that with respect to the prearranged funeral contract entered with ***deceased name - required** account number ***list contract number(s) - required** as follows:

Do not list policy numbers*

1. That all services and merchandise have been performed and provided in the prearranged funeral contract.
2. Attached is a copy of the death certificate of said contract purchaser.
3. If applicable, purchaser or a successor has paid or has agreed to pay Funeral Home the balance due, if any, which was due on the prearranged funeral contract at the date of death.

***Party expecting payment: i.e. funeral home, estate of insured, Next of Kin (ex. Smith FH, Estate of John Tate, Jane Tate) - required**

We request the funds be released to: _____

The above statements are hereby verified before the witness by the above named funeral home.

Date: _____ ***signature date - required**

Print Next of Kin Name: _____ ***required**

Print Next of Kin Signature: _____ ***required**

Print Funeral Director's Name: _____ ***required**

Print Funeral Director's Signature: _____ ***required**

Next of Kin Signature: _____ ***required**

FORM VSP 11-17

**Next of Kin/Personal Representative
RELEASE, SUBROGATION AND ASSIGNMENT FORM
LIFE POLICIES**

**Funeral Home Responsible for Ensuring All Blanks are Filled In
<FORM A: must be signed by Next of Kin/Personal Representative when funeral arrangements are made>**

Name of Decedent (Insured): _____

Name of Next of Kin or Personal Representative: _____
(referred to as "Releasor" in this Release, Subrogation and Assignment)

Address: _____

Phone numbers: _____

Cell: _____

Home: _____

Email addresses (if known): _____

Work: _____

Name of Funeral Home: _____

Death Benefit Amount: If the Guaranty Association ("Association") determines the Funeral Home has a valid claim in accordance with the Liquidation Plan, the amount of the claim paid to the Funeral Home is the Death Benefit Amount.

Releasor understands that Funeral Home will submit a claim pursuant to the Liquidation Plan for Lincoln Memorial Life Insurance Company ("Insurer") which is insolvent. The Liquidation Plan was approved by the 250th District Court of Travis County, Texas on September 22, 2008. The Funeral Home will submit a claim to the Association for payment of the Death Benefit Amount related to the life insurance policy or policies allegedly issued by Insurer insuring the life of Decedent ("Policies"). The claim is payable only if certain conditions set forth in the Liquidation Plan are satisfied. If and only if Funeral Home's claim for benefits is approved in whole or in part and any Death Benefit Amount is paid by the Association (or its assigns or successors) to the Funeral Home, the Release, Subrogation, Transfer, and Assignment provisions of this document shall become effective. If the Funeral Home's claim is denied, then the Association will not pay a Death Benefit Amount to the Funeral Home. Releasor is being requested to sign this document in advance of the Association's determination on Funeral Home's claims in order to avoid the necessity of Releasor executing additional documents at a later date.

The following provisions become effective if and only if the Association pays a Death Benefit Amount to the Funeral Home.

Release. In consideration of the provision of coverage and payment of the Death Benefit Amount by the Association and other good and valuable consideration, Releasor and Releasor's heirs (if any), personal representatives, guardians, assigns, successors, agents, and all other persons claiming by or through Releasor do hereby release and discharge the Association, its members, affiliates, agents, attorneys, employees, third party administrators, successors and assigns (collectively the "Association and Related Parties") of and from any and all actions, causes of action, claims, demands, costs, expenses, compensation and any and all consequential or special damage or other damage, past, present or future, whether known or unknown, on account of or in any way arising out of any life insurance policies issued by Lincoln Memorial Life Insurance Company or Memorial Service Life Insurance Company ("Insurers") which covered the life of Decedent ("Policies"). This release is not intended in any way to release or discharge any person or entity other than the Association and Related Parties as set forth herein.

Subrogation, Transfer and Assignment. In further consideration of the provision of coverage set forth herein, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns any and all of Releasor's past, present and future claims, rights, demands, actions and causes of action against the Insurers to the Association (and its successors and assigns) which shall be subrogated to all of Releasor's rights under the Policies and which may bring any action or suit for the recovery of any damages or losses sustained by Releasor as deemed best or appropriate by the Association in its sole and absolute discretion.

Further, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns to the Association, its successors and assigns, any and all past, present and future claims, demands, actions, rights and/or causes of action Releasor may have against the Insurers and any other persons or entities related in any way to the Policies and/or any losses arising under, resulting from, or otherwise relating to the Policies and the Association (and its successors and Assigns) shall have full power and authority for its own use and benefit, at no cost to Releasor, to ask, demand, collect, prosecute, dismiss, or settle any suit or proceedings at law or in equity against the Insurers or any other persons or entities in Releasor's name. Releasor further agrees to cooperate with the Association (and its successors and Assigns) in its prosecution of any suits or proceedings against the Insurer and all other persons or entities, and will voluntarily testify on behalf of the Association (and its successors and Assigns), if asked.

Releasor has carefully read the foregoing Release, Subrogation and Assignment and knows the contents hereof and has signed this Release, Subrogation and Assignment voluntarily and with full knowledge of its contents.

The undersigned is legally authorized to sign this Release, Subrogation and Assignment and bind Releasor. Releasor represents and warrants that Releasor is the personal representative and/or next of kin and is authorized to bind the Decedent's estate and any other relatives, heirs, devisees, legatees, or successors of the Decedent in connection with any interest any of them my claim in or arising out of the Policies.

Next of Kin or Personal Representative of Decedent/Insured:

Name: _____

Date: _____

Signature: _____

Relationship to Decedent/Insured: _____

LIBERTY BANKERS LIFE INSURANCE COMPANY
THE CAPITOL LIFE INSURANCE COMPANY

P. O. Box 224
Brownwood, TX 76804-0224
Toll Free: 800-972-6615
Fax: 866-505-9377

VERIFIED STATEMENT OF PERFORMANCE

_____ Funeral Home hereby verifies and certifies that with respect to the prearranged funeral contract entered with _____ account number _____, as follows:

1. That all services and merchandise have been performed and provided in the prearranged funeral contract.
2. Attached is a copy of the death certificate of said contract purchaser.
3. If applicable, purchaser or a successor has paid or has agreed to pay Funeral Home the balance due, if any, which was due on the prearranged funeral contract at the date of death.

We request the funds be released to: _____

The above statements are hereby verified before the witness by the above named funeral home.

Date

Funeral Home

Print Next of Kin Name

Print Funeral Director's Name

Next of Kin Signature

Funeral Director's Signature



**STATE OF ARKANSAS
DEPARTMENT OF INSURANCE**

1 Commerce Way, Suite 502 | Little Rock, AR 72202-2087

Phone: 501-371-2600 | Toll-Free: 800-282-9134

Fax: 501-682-0575

E-Mail: AID.Prepaid@arkansas.gov

Website: <https://insurance.arkansas.gov/pages/industry-regulation/pre-paid-funeral/pre-paid-funeral-insurance/>

**SELLER'S AFFIDAVIT OF CONTRACT PERFORMANCE:
REQUEST TO WITHDRAW FUNDS OR PROCEEDS**

On this _____ day of _____, 20____, I, _____, an authorized representative of _____, of _____, Arkansas, do state under oath/affirmation that _____ has bonds, securities, demand deposits, or certificates of deposit held in trust in the amount of \$ _____; or that the purchaser's prepaid contract is funded by an annuity or insurance policy; that the contract obligations required of the Seller have been completed; that a withdrawal of proceeds or funds from the trust, annuity contract, or policy is hereby requested upon submission of a copy of a death certificate.

Identify Bond(s), Security(ies) or Certificate(s) of Deposit, Annuities, Insurance Policies below:

Seller / Funeral Home

BY: _____
Authorized Representative

County: _____

State: _____

Subscribed and sworn to or affirmed before me this _____ day of _____, 20____.

Notary Public Signature

Commission Expiration Date