

To obtain a collateral assignment against a life insurance policy, please follow the steps below:

## Step 1. Provide a completed and signed Collateral Assignment Form

*Please print, complete, and have all parties sign the collateral assignment form for the specific insurance carrier of where your borrower has a life insurance policy.*

Click [HERE](#) to View Current List of Insurance Carriers and their Collateral Assignment Forms  
*If the carrier is not listed, please contact our office for assistance.*

## Step 2. Provide documentation of the Insurance Policy

*Please provide a copy of the most recent annual report from your cash value life insurance policy or declaration page if term policy. If available, please include any historical illustrations, copy of policy, or any other carrier produced paperwork.*

## Step 3. Provide additional information for Parties Involved

### Insurance Company Information:

Ins. Co. Name: \_\_\_\_\_

Policy #: \_\_\_\_\_

### Policy Owner Information:

Owner Type (Check one):

Corp.:  Trust:  Individual:

Owner Name: \_\_\_\_\_

Owner EIN/SSN: \_\_\_\_\_

### Loan Officer Information:

Lender Name: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Insured Information:

Insured Name: \_\_\_\_\_

Insured SSN: \_\_\_\_\_ Insured DOB: \_\_\_\_\_

## Step 4. Submit paperwork from Steps 1, 2, and 3 to [Submit@Capital-Assurance.com](mailto:Submit@Capital-Assurance.com) or fax us at 501.404.8888.

*The team at Capital Assurance Partners (CAP) will file the collateral assignment with the insurance carrier. However, not all insurance carriers send notices that the collateral assignment has been perfected. CAP will pursue written acknowledgement of perfected collateral assignments for our enrolled lenders. Typical carrier processing time can be anywhere between 2 - 30 days.*

**We are here to support you through the process of getting a collateral assignment on life insurance.  
 Please contact us with any questions or concerns at the number or email below.**



**Banner Life Insurance Company**  
 3275 Bennett Creek Avenue  
 Frederick, Maryland 21704  
 800-638-8428  
[www.LGAmerica.com](http://www.LGAmerica.com)

**COLLATERAL SECURITY AGREEMENT**

(Please print clearly in black ink only)

Insured Name: \_\_\_\_\_

Policy Number (required): \_\_\_\_\_

Assignee: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

For Value Received, the undersigned hereby assign policy No. \_\_\_\_\_ issued by Banner Life Insurance Company on the life of \_\_\_\_\_ to \_\_\_\_\_, Assignee. This assignment is collateral security for any and all liabilities of the undersigned or any of them to the Assignee now existing or that may hereafter arise in the ordinary course of business between any of the undersigned and the Assignee.

The undersigned expressly agree that the Assignee shall have the sole right to receive all benefits and to exercise all options and privileges described in the said policy or allowed by the Insurance Company except the right to designate and change the beneficiary, or the right to elect any optional mode of settlement permitted by the Policy or allowed by the Insurer or the right to collect from the insurer any disability benefit payable in cash that does not reduce the amount of insurance, but the right of the Assignee to surrender the Policy completely is not impaired and any designation or change of beneficiary shall be subject to this assignment.

The Assignee by acceptance of this assignment agrees that any sums received hereunder shall be applied only to the secured liabilities or to pay premiums, and any balance remaining after payment of the secured liabilities in full shall be paid by the Assignee to the persons entitled thereto under the terms of the policies had this assignment not been made; and further, the Assignee agrees not to surrender the Policy unless there has been a default in the secured liabilities, nor until twenty days after mailing to the undersigned at the addresses given below notice of intention to do so.

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 or 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 and the sole receipt of the Assignee for any sums received shall be a full discharge and release to the Insurer.

The Assignee shall be under no obligation to pay any premium, or the principal of or interest on any loans or advances on the Policy whether or not obtained by the Assignee, 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.

The exercise of any right, option, or privilege given herein to the Assignee shall be at the option of the Assignee, but (except as restricted above), the Assignee may exercise any such right, option or privilege without notice to, assent by or affecting the liability of, or releasing any interest hereby assigned by the undersigned.

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.

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, the provisions of this assignment shall prevail.

This is a warranty that no proceedings in bankruptcy or insolvency are pending against the undersigned and that this property is not subject to any assignment for the benefit of creditors.

Both the original and duplicate of this agreement must be sent to the Home Office of Banner Life Insurance Company, one copy being retained by the Company and the other returned.

Banner Life Insurance Company has returned the original of this agreement, but assumes no responsibility for its validity.

Home Office Approval \_\_\_\_\_ Date \_\_\_\_\_

# COLLATERAL SECURITY AGREEMENT

Policy Number (required): \_\_\_\_\_

(Continued)

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Policy Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Policy Owner (sign, date and provide policy owner's title- Required) \_\_\_\_\_

Signature of Policy Owner \*Title, if applicable Date

\* If the policy is owned by a business, at least one authorized officer must sign, date and list their title under Required Signatures. In addition, this form should be accompanied by a list of signing officers, their titles and signatures for our records.

Joint Policy Owner Name, if any \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Joint Policy Owner (Sign and Date, Required when applicable) \_\_\_\_\_

Signature of Joint Policy Owner, if applicable Date

Irrevocable Beneficiary Name, if any or additional name\*\*, if any \_\_\_\_\_

First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Irrevocable beneficiary name, if any or additional name\*\*, if any \_\_\_\_\_

(Sign and Date, Required when applicable) \_\_\_\_\_  
Additional Signature, if applicable Date

\*\*AZ, CA, ID, LA, NV, NM, TX, WA, WI, and Puerto Rico are community property law states. These laws may apply depending on your current marital status, marital status at the time of policy issuance, state where your policy was issued, residence state at time of issuance, and residence state(s) since issuance. Consult with your legal or tax advisor to determine whether these laws apply to you and whether a spousal signature is required on this form. Banner Life Insurance Company disclaims any responsibility for determining the applicability of community property laws or the validity of the requested change.

## Contact Information

Legal & General America  
Banner Life Insurance Company  
3275 Bennett Creek Avenue  
Frederick, Maryland 21704

Telephone: 1 (800) 638-8428  
Fax: 1 (301) 294-6960  
Email: customerservice@bannerlife.com  
Faxed, emailed or mailed copies will be accepted.