

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.**



# Columbus Life Insurance Company

A member of Western & Southern Financial Group

400 BROADWAY • CINCINNATI, OHIO 45202-33414 • 1-800-677-9595 • WWW.COLUMBUSLIFE.COM

Columbus Life Insurance Company will be referred as the "Insurer" in this Assignment.

## COLLATERAL ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY ("Assignment")

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.

A. **FOR VALUE RECEIVED**, \_\_\_\_\_ ("Assignor"), subject to this Assignment, assigns to \_\_\_\_\_ Address: \_\_\_\_\_, and his/her/its successors and assigns ("Assignee"), a certain whole life insurance policy, bearing policy number \_\_\_\_\_ (any supplementary contracts issued for the policy), issued on the life of \_\_\_\_\_ ("Insured") by Insurer. The policy issued by the Insurer on the Insured's life may hereafter be called the "Whole Life Policy." This Assignment secures payment of obligations owed by Assignor to Assignee, whether direct or indirect, absolute or contingent, now existing or that may later arise between Assignor and Assignee ("Debt").

B. Except as provided in Paragraph D and subject to the terms and conditions of the Whole Life Policy and all superior liens the Insurer may have against the Whole Life Policy, Assignee assigns to Assignor all claims, options, privileges, rights, title and interest in the Whole Life Policy. Assignor and Assignee agree by their execution of this Assignment to all the conditions and provisions set forth.

C. It is agreed that, without detracting from the generality of the foregoing, the following specific rights are included in this assignment and pass to the Assignee:

1. The right to collection from the Insurer that portion of the death benefit equal to the outstanding Debt. Any balance remaining after payment to the Assignee will be paid by the Insurer to the beneficiary or beneficiaries named by Assignor.
2. The right to surrender the Whole Life Policy and receive any surrender value provided by the Whole Life Policy and at such other times as the Insurer may allow;
3. The right to obtain any permissible loans or advances on the Whole Life Policy and to pledge or assign the Whole Life Policy as security for such loans or advances;
4. The right, if permitted by the policy, to take a partial surrender or partial withdrawal subject to the terms of the Whole Life Policy;
5. The right, if the Whole Life Policy is a participating policy, to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Whole Life Policy now or made or apportioned thereto, and to exercise all options in the Whole Life Policy with respect thereto; provided, that until the Assignee will notify the Insurer in writing to the contrary, the distributions or shares of surplus, dividend deposits and additions will continue on the plan in force during this Assignment; and
6. The right, under the Whole Life Policy, to exercise any non-forfeiture options, except that the options in effect when this Assignment was received by the Insurer will continue until changed by the Assignee in a written notice satisfactory to and received by the Insurer.

D. It is agreed that the following specific rights, so long as the Whole Life Policy has not been surrendered or otherwise terminated, are reserved and excluded from this Assignment and do not pass:

1. The right to collect from the Insurer any disability benefit that does not reduce the amount of insurance;
2. The right to designate and change the beneficiary; and,



3. The right to elect any optional mode of settlement permitted by the Whole Life Policy or allowed by the Insurer; but the reservation of these rights will not impair the right of the Assignee to surrender the Whole Life Policy or impair any other right of the Assignee, and any designation or change of beneficiary (including the designation of an irrevocable beneficiary) or election of a mode of settlement will be made subject to this Assignment and to the rights of the Assignee.

E. Assignor and Assignee must consent in writing to any request by Assignor to change the death benefit if a change in death benefit is permitted by the Whole Life Policy.

F. The Assignee covenants and agrees:

1. Assignee will not exercise either the right to request a full or partial surrender of the Whole Life Policy or the right to obtain policy loans from the Insurer, until there has been an event of default of any kind regarding the Debt or a failure by Assignor to pay any premium when due; and

2. Assignee will upon request forward without unreasonable delay to the Insurer the necessary Insurer forms associated with the Whole Life Policy for any election of an optional mode of settlement or other policy change.

G. The Insurer may recognize the Assignee's claims to rights under this Assignment without investigating the reason for any action taken by the Assignee, or the validity or amount of Assignor's Debt, or the existence of any default, or whether the Assignee has given Assignor any advance written notice. Insurer may fully rely on the representations of the Assignee on the status and amount of the Debt. Insurer will have no liability to Assignor, his heirs, administrators, successors, or assigns or to the Whole Life Policy beneficiary or beneficiaries for any payments made by Insurer to Assignee.

H. The sole signature of the Assignee for any sums received will be a full discharge and release for such sums received from the Insurer. The Insurer is hereby further authorized to rely upon the signature of the Assignee in any respect for the exercise of any rights under the Whole Life Policy assigned hereby, and the sole receipt of the Assignee for any sums paid by the Insurer in accordance with the terms of this Assignment shall fully and completely release and discharge Insurer. The Insurer is instructed, until otherwise advised by the Assignee in a writing received by Insurer at its administrative offices at 400 Broadway, Cincinnati, Ohio 45202-3341, to pay all amounts due the Assignee under this Assignment to Assignee at the address in Section A. Insurer will have no liability for actions taken or notices mailed before its receipt and recording at its administrative offices of a change of address for the Assignee. Checks for all or any part of the sums payable under the Whole Life Policy and assigned will be drawn to the exclusive order of the Assignee if, when, and in such amounts as may be, requested by the Assignee. Insurer will not be deemed in any way responsible or liable for the validity, legality and sufficiency of this Assignment.

I. The Assignee will be under no obligation to pay any premium, or the principal of or interest on any loans or advances on the Whole Policy whether or not obtained by the Assignee, or any other charges on the Whole Life Policy. The Assignor requests and directs the Insurer to set up the Assignee as a secondary addressee on the Insurer's books and records. Any grace or late payment notice will be sent to both the Assignor and the Assignee at the address stated in this Assignment. Insurer will have no obligation to communicate with Assignee at another address unless Assignee provides Insurer in writing, at its administrative office at 400 Broadway, Cincinnati, Ohio 45202-3341, with a change of address. If the Assignee pays any premium, the amounts so paid will become part of the Debt secured by this Assignment.

J. The exercise of any right, option, privilege or power given to the Assignee will 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 assigned by the undersigned.

K. The Assignee may: (i) take or release other security; (ii) release any party primarily or secondarily liable for any of the Debt; (iii) grant extensions, renewals or indulgences regarding the Debt; or, (iv) apply to the Debt in such order as the Assignee will determine, the proceeds of the Whole Life Policy assigned or any amount received because of the Whole Life Policy by exercising any right permitted under this Assignment, without resorting or regard to other security.

L. If a conflict arises between this Assignment and any note or other evidence of the Debt as the amount, duration, and terms of the Debt, this Assignment will prevail. This Assignment will be subject to the terms and conditions of the Whole Life Policy. If a conflict arises between the Whole Life Policy and this Assignment, the Whole Life Policy will control.



M. Assignor declares, by his/her/their/its signature below, that no proceedings in bankruptcy are pending against him/her/them/it and the Whole Life Policy is not subject to any court order or assignment for the benefit of creditors.

N. A signature on this Assignment transmitted via facsimile or electronically will have the same force and effect as an original signature, and, when received by the Insurer, will be the controlling record. If there is a signature of a spouse and/or irrevocable beneficiary below, those persons, by signing this Assignment consent to the Assignment by the Assignor to the named Assignee.

O. This Assignment will terminate upon the earlier of: (a) the submission to and the receipt by the Insurer of a written release of this Assignment by the Assignee or its successors in interest; (b) termination of the Whole Life Policy, including, but not limited to, its termination by lapse or surrender; or, (c) the date the Debt is fully paid irrespective of submission of a written release by Assignee. In the absence of a written release of this Assignment from the Assignee or his/her/its successors in interest, the Insurer may require written proof satisfactory to it that the Debt has been fully paid and such required proof may include, but not be limited to, an affidavit, release, hold harmless and indemnification agreement with supporting evidence showing payment of the Debt in full.

P. It is specifically understood and agreed that the Insurer shall have no responsibility whatsoever for the validity or effect of this Assignment and that payment by the Insurer of any sum or sums in accordance with the terms of this Assignment shall fully and completely release and discharge further liability for the payment of such sum or sums.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Spouse (if a community property state)\*

\_\_\_\_\_  
Assignor and Whole Life Policy Owner (Individual)

\_\_\_\_\_  
Printed Name of Spouse

\_\_\_\_\_  
Printed Name of Assignor and Whole Life Policy Owner

\_\_\_\_\_  
Irrevocable Beneficiary\*\*

\_\_\_\_\_  
Whole Life Policy Owner and Assignor (Entity)

\_\_\_\_\_  
Printed Name of Irrevocable Beneficiary\*\*

BY: \_\_\_\_\_

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

Title: \_\_\_\_\_

BY: \_\_\_\_\_

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

Title: \_\_\_\_\_

\*Only requested if the Assignor and Spouse are residents of a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin)

\*\*Only required if the named beneficiary is specifically named as an irrevocable beneficiary. The naming of an irrevocable trust as beneficiary does not make the beneficiary an irrevocable beneficiary. The beneficiary designation must include clear language making the designation irrevocable.

\*\*\*Full name of legal entity, if the Whole Life Policy is owned by a legal entity.

**(FOR INSURER'S USE ONLY)**

Received by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_

Title: \_\_\_\_\_



Columbus Life Insurance Company  
"Insurer"  
400 East Fourth Street • Cincinnati, OH 45202-3302

**RELEASE OF COLLATERAL ASSIGNMENT**  
("Release")

Insured: \_\_\_\_\_ Policy No. \_\_\_\_\_

Name of Assignee: \_\_\_\_\_

Assignee's Address: \_\_\_\_\_

The above policy was collaterally assigned to the Assignee under a certain written collateral assignment dated \_\_\_\_\_ and recorded by the Insurer on \_\_\_\_\_. The obligations owed by the Assignor to the Assignee have been fully satisfied. By execution of this Release, the Assignee releases all rights, claims, title and interest in the policy/contract that was the subject of the collateral assignment.

If the Assignee is a legal entity, the person(s) signing below on behalf of such entity warrant that: (a) they are fully authorized by the entity to execute this Release on its behalf as evidenced by the documents provided to the Insurer with this Release; (b) the required number of persons have signed on the entity's behalf; (c) all documents provided to the Insurer with this Release are authentic; and, (d) their execution shall be fully binding on such entity.

A signature on this Release transmitted via facsimile or electronically will have the same force and effect as an original signature. This Release, if transmitted to the above insurer electronically or via facsimile, will have the same force and effect as the original Release and, when received by the insured named above, shall be the controlling record.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignee

\_\_\_\_\_  
Printed Name

**Signature block for Assignee if a legal entity.**

\_\_\_\_\_  
Full Legal Name of Entity

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

