

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 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.**



Collateral Assignment

- American General Life Insurance Company
- The United States Life Insurance Company in the City of New York

In this form, the "Company" refers to the insurance company whose name is checked above. The Company shown above is solely responsible for the obligation and payment of benefits under any policy that it may issue. No other Company is responsible for such obligations or payments.

Mailing Instructions: Send form(s) to:

- Standard Address • PO Box 818005 • Cleveland, OH 44181 • Fax: 855-601-1834
- Variable Life Service Center • PO Box 818016 • Cleveland, OH 44181 • Fax: 844-430-2639

1. POLICY IDENTIFICATION	<p>You may use this form for multiple policies that have the same policy owner and require the same signatures. All policies must be assigned to the same assignee or all policies released from assignment with same assignee.</p> <p><input type="checkbox"/> Check Here if New Address</p> <p>POLICY No.: _____</p> <p>OWNER: _____ SSN/ITIN OR EIN: _____</p> <p>ADDRESS: _____ PHONE No.: _____</p> <p>_____ EMAIL ADDRESS: _____</p> <p><input type="checkbox"/> Check Here if New Address</p> <p>CO-OWNER(S): _____ SSN/ITIN OR EIN: _____</p> <p>ADDRESS: _____ PHONE No.: _____</p> <p>_____ EMAIL ADDRESS: _____</p> <p>INSURED/ANNUITANT (if other than Owner): _____</p>
2. ASSIGNMENT	<p>For value received, I hereby assign and transfer to the named Assignee/Creditor as their interest may appear, the Policy number named above, issued by the Company, upon the life as named above and all moneys now or hereafter payable thereunder, subject to the conditions of said Policy, the regulations of the Company and to any lien, charge, or indebtedness thereon now or hereafter existing in favor of the Company.</p> <p>Assignee/Creditor Name: _____</p> <p>Assignee/Creditor Address: _____</p>
3. RELEASE OF ASSIGNMENT	<p>The consideration for which the Assignment was made, having been fully paid and satisfied, all right, title, and interest of the assignee in the above named Policy issued or assumed by the Company on the above named life is hereby relinquished.</p> <p>Assignee/Creditor Name and Title: _____</p> <p>Assignee/Creditor Address: _____</p>
4. MULTIPLE ASSIGNEES (complete if applicable)	<p>I authorize the Assignee named in Section 2 to be added as an additional collateral assignment to the Policy.</p> <p>Assignee/Creditor Name and Title _____ Signature _____</p> <p>Assignee/Creditor Name and Title _____ Signature _____</p> <p>Assignee/Creditor Name and Title _____ Signature _____</p>
5. SIGN HERE FOR ABOVE REQUEST	<p>This request must be dated and all required signatures must be written in ink, using full legal names signed by the person or persons who have the rights of ownership under the terms of the Policy.</p> <p>A. It is expressly agreed that, without detracting from the generality of the foregoing, the following specific rights are included in this assignment and pass by virtue hereof:</p> <ol style="list-style-type: none"> 1. The sole right to collect from the Insurer the net proceeds of the Policy when it becomes a claim by death or maturity; 2. The sole right to surrender the Policy and receive the surrender value thereof at any time provided by the terms of the Policy and at such other times as the Insurer may allow; 3. The sole right to obtain one or more loans or advances on the Policy, either from the Insurer or at any time, from other persons, and to pledge or assign the Policy as security for such loans or advances; 4. The sole right to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the Policy with respect thereto; provided, that unless and until the Assignee shall notify the Insurer in writing to the contrary, the distribution or shares of surplus, dividend deposits and additions shall continue on the plan in force at the time of this assignment; and 5. The sole right to exercise all nonforfeiture rights permitted by the terms of the Policy or allowed by the Insurer and to receive all benefits and advantages derived therefrom.

- B. It is expressly agreed that the following specific rights, so long as the Policy has not been surrendered, are reserved and excluded from this assignment and do not pass by virtue hereof:
1. The right to collect from the Insurer any disability benefit payable in cash 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 Policy or allowed by the Insurer; but the reservation of these rights shall in no way impair the right of the Assignee to surrender the Policy completely with all its incidents or impair any other right of the Assignee hereunder, and any designation or change of beneficiary or election of a mode of settlement shall be made subject to this assignment and to the rights of the Assignee hereunder.
- C. This assignment is made and the Policy is to be held as collateral security for any and all liabilities of the undersigned, or any of them, to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between any of the undersigned and the Assignee (all of which liabilities secured or to become secured are herein called "Liabilities").
- D. The Assignee covenants and agrees with the undersigned as follows:
1. That any balance of sums received hereunder from the Insurer remaining after payment of the then existing Liabilities, matured or unmatured, shall be paid by the Assignee to the persons entitled thereto under the terms of the Policy had this assignment not been executed;
 2. That the Assignee will not exercise either the right to surrender the Policy or (except for the purpose of paying premiums) the right to obtain policy loans from the Insurer, until there has been default in any of the Liabilities or a failure to pay any premium when due, nor until twenty days after the Assignee shall have mailed, by first-class mail, to the undersigned at the addresses last supplied in writing to the Assignee specifically referring to this assignment, notice of intention to exercise such right; and
 3. That the Assignee will upon request forward without unreasonable delay to the Insurer the Policy for endorsement of any designation or change of beneficiary or any election of an optional mode of settlement.
- E. 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 giving of any notice under Paragraph D (2) above or otherwise, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under the Policy assigned hereby and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to the Insurer. Checks for all or any part of the sums payable under the Policy and assigned herein, shall be drawn to the exclusive order of the Assignee if, when, and in such amounts as may be, requested by the Assignee.
- F. 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.
- G. The exercise of any right, option, privilege or power given herein to the Assignee shall be at the option of the Assignee, but (except as restricted by Paragraph D (2) above) 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 hereby assigned by the undersigned or any of them.
- H. The Assignee may take or release other security, may release any party primarily or secondarily liable for any of the Liabilities, may grant extensions, renewals or indulgences 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.
- I. 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 therein, the provisions of this assignment shall prevail.
- J. Each of the undersigned declares that no proceedings in bankruptcy are pending against him/her and that his/her property is not subject to any assignment for the benefit of creditors.

TAX CERTIFICATION (Substitute Form W-9) – Applicable to U.S. persons (including U.S. citizens and resident aliens). If you are not a U.S. person, you are required to submit the applicable IRS Form W-8 series (BEN, BEN-E, ECI, EXP or IMY).

Under penalties of perjury, I certify to the following:

1. That the taxpayer identification number listed on this form is my correct SSN/TIN and I am a U.S. Citizen or other U.S. person (including resident aliens);
2. I further certify that I am exempt from and have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding. The Company is required to withhold income tax on any payments, which include interest and dividends when the owner is subject to backup withholding.; and
3. I am exempt from Foreign Account Tax Compliance Act ("FATCA") reporting.

Certification Instructions: You must cross out any statement in 1-3 that does not apply to you. For any instructions on how to complete this certification, please see the General Instructions for the IRS Form W-9 on www.irs.gov. If you can complete a Form W-9 (Request for Taxpayer Identification Number) and you are a U.S. Citizen or U.S. resident alien, FATCA reporting may not apply to you. **Please consult your own tax advisor with any questions you may have regarding this certification.**

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

By signing below, I acknowledge that this assignment is effective as of the date the Company records your assignment, which will be the date of policy issuance if I am assigning a policy which has not been issued as of the date of this assignment.

ASSIGNMENT

Owner Signature

X

Date _____

Co-Owner Signature (Or Other Party Interested in Policy)

X

Date _____

**RELEASE OF
ASSIGNMENT**

To release the assignment of this Policy, this request must be signed by the Assignee.

Assignee's Signature

X

Date _____

Assignee's Title _____

Complete this section if this Policy is owned by a trust or business.

- Trust Owned: (Complete the Certification of Trust)
- Business Owned: (Complete the Business Certification)

Owner Signature

Print full name of Company: _____

Print full name and title of authorized signer:

Authorized Signature (required)

X

Date _____

RETURN COMPLETED FORM TO THE ADDRESS OF THE COMPANY CHECKED ABOVE.

INSTRUCTIONS AND CONDITIONS

This page is for informational purposes only and does not need to be returned with the form.

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POLICY IDENTIFICATION	Complete all policy information in this section. You may use this form for multiple policies that have the same policyowner and require the same signatures.
ASSIGNMENT	Complete this section if the policy is collaterally assigned.
RELEASE OF ASSIGNMENT	Complete this section if the collateral assignment on this policy is to be released.
MULTIPLE ASSIGNEES	Complete this section if additional assignees are to be added. All assignee signatures are required.
ADDITIONAL REQUIREMENTS	<p>All required signatures must be written in ink, using full legal names. The request must be signed by: the person or persons who have the rights of ownership under the terms of the Policy, or by any other party who may have an interest in the Policy by legal proceedings or statutes.</p> <ul style="list-style-type: none">• If the owner is a trust, complete the Certification of Trust.• If the owner is a business, complete the Business Certification.