

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.**



The Penn Mutual Life Insurance Company
The Penn Insurance and Annuity Company

Company use only	
Original of this document is filed with Insurer	
Date (mm/dd/yyyy)	By _____

Assignment of Policy as Collateral

Instructions		
<ul style="list-style-type: none"> This form is used for Assignments for collateral security only. Do not use this form to change ownership. If the Assignment applies to more than one Policy, list all applicable Policy numbers. Please complete all required information; review for accuracy, sign and return the form to the address or fax number listed below. If the Policy is currently assigned, the signature of the current and new Assignee must be obtained on page 3. 		
A. Policy Information		
1. Policy Number(s)		
2. Name of Insured (First)	(Middle)	(Last)
3. Name of Policy Owner(s) (If different from insured) (First)	(Middle)	(Last)
B. Collateral Assignment		
FOR VALUE RECEIVED, the Policy Owner(s), hereby assign, transfer, and set over to:		
1. Name of Assignee		
whose address is:		
2. Address (Street)	(City)	(State) (Zip)
<p>As their interest may appear, its successors and assigns, (herein called the "Assignee"), the above referenced insurance policy(ies) and any supplementary contracts issued in connection therewith upon the life of Insured (said Policy and Contracts being herein called the "Policy") issued by the The Penn Mutual Life Insurance Company or The Penn Insurance and Annuity Company (herein called the "Insurer") and all claims, options, privileges, rights, title, and interest therein and thereunder (except as provided in Paragraph 2 hereof), subject to all terms and conditions of the Policy and to all superior liens, if any, which the Insurer may have against the Policy. The Policy Owner by this instrument and the Assignee, by the acceptance of this Assignment, jointly and severally agree to the conditions and provisions herein set forth.</p>		
<p>1. 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> <ul style="list-style-type: none"> a. The sole right to collect from the Insurer the net proceeds of the Policy when it becomes a claim by death of the Insured or maturity; b. 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; c. The sole right to obtain one or more loans or advances on the Policy at any time, either from Insurer or, at any time, from other persons, and to pledge or assign the Policy as security for such loans or advances; d. 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 and 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 distributions or shares of surplus, dividend deposits and additions shall continue on the plan in force at the time of this Assignment; and e. 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. 		
<p>2. 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:</p> <ul style="list-style-type: none"> a. The right to collect from the Insurer any disability benefit payable in cash that does not reduce the amount of insurance; b. The right to designate and change the beneficiary(s) of the Policy; 		

B. Collateral Assignment (continued)

- c. The right to elect any optional mode of settlement permitted by the Policy or allowed by the Insurer; 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 rights of the Assignee hereunder, and any designation or change of beneficiary or election of optional mode of settlement shall be subject to this Assignment and the rights of the Assignee hereunder.
3. This Assignment is made and the Policy is to be held as collateral security for any and all liabilities of the Policy Owner to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between the Policy Owner and the Assignee (all of which liabilities secured or to become secured are herein called "Liabilities").
4. The Assignee covenants and agrees with the Policy Owner as follows:
 - a. 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, or by the Insurer upon written request of the Assignee, to the persons entitled thereto under the terms of the Policy had this Assignment not been executed;
 - b. That the Assignee will not exercise the rights under Paragraph 1.b through 1.e above (except for the purpose of paying premiums) 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 Policy Owner at the addresses last supplied in writing to the Assignee specifically referring to this Assignment, notice of intention to exercise such right; and
 - c. 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.
 - d. It is expressly agreed by the respective parties to this Collateral Assignment that the Insurer is not a party to this Assignment and does not make any representations as to its validity or sufficiency. This Assignment is subject to, and does not modify, the terms of the Policy. The rights assigned by this Assignment do not impair or restrict any legal or contractual rights of the Insurer.
5. 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 4.b 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, or as the Assignee may request in writing, if, when, and in such amounts as may be, requested by the Assignee.
6. 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.
7. 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 4.b 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 Policy Owner, or any of them.
8. 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.
9. 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.

Signatures - We require signatures of all Policy Owners with their title, if applicable.

The undersigned Policy Owner(s) hereby declare and represent that there are no bankruptcy or insolvency proceedings pending against the Policy Owner(s), and that the Policy is not subject to any undisclosed assignment for the benefit of creditors.

Signed on _____, _____ at _____ (city) State of _____

Print Name of Policy Owner with Title
(if applicable)

Signature of Policy Owner with Title
(if applicable)

Print Name of Joint Policy Owner with Title
(if applicable)

Signature of Joint Policy Owner with Title
(if applicable)

Irrevocable Beneficiary - If Policy has an Irrevocable Beneficiary, we require his/her signature.

Print Name of Irrevocable Beneficiary

Signature of Irrevocable Beneficiary

Multiple Assignees - If this Policy is currently assigned, we require the signature of an Officer with title of the Current Assignee and the signature of an Officer with title of the New Assignee.

Current Assignee

Date (mm/dd/yyyy)

Print Name of Officer with Title

Signature of Officer with Title

New Assignee

Date (mm/dd/yyyy)

Print Name of Officer with Title

Signature of Officer with Title

Mailing Instructions

Please return the forms either by mail to:

Penn Mutual Life Insurance Company
Penn Insurance and Annuity Company
Attention: Client Services
P.O. Box 178
Philadelphia, PA 19105-0178

Or by Fax to:

215-956-7699