

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.**

Protective Life & Annuity Insurance Company

Life and Health Insurance Administration | P.O. Box 12687 | Birmingham, AL 35202-6687

Policy Number:	Insured(s):
Owner(s):	

PARTIAL ASSIGNMENT OF POLICY AS COLLATERAL SECURITY

For value received, and as security for the indebtedness hereinafter mentioned, the undersigned hereby sell, assign, transfer, set over and convey unto _____

(hereinafter called "Assignee"), (Address)

Street	City	State	Zip Code
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the above named Policy Number issued, coinsured, or assumed by Protective Life Insurance Company (hereinafter called "Insurance Company") and my supplementary contracts issued or assumed in connection therewith (said policy and contracts hereinafter called the "policy") upon the life of and all claims, options, privileges, rights, title and interest therein and thereunder, subject, however, to all the terms and conditions of the policy and to all superior liens, if any, which the Insurance Company may have against the policy.

1. The right to collect from the Insurance Company the proceeds of the policy in the amount of the indebtedness as evidenced by the loan agreement dated _____ between _____ and the Assignee as of the date of death of the insured or maturity of the policy provided, however, the amount collected shall not exceed _____% of the proceeds. **(not to exceed 99.99%)**
2. The right to collect from the Insurance Company any Disability Income, unless this right be waived by the Assignee in writing.
3. The right to surrender the policy and to receive the surrender value thereof at any time provided by the terms of the policy and at such other times as the Insurance company may allow, and to secure one or more loans or advances on the policy, either from the Insurance Company, or at any time, from other persons, and to pledge or assign the policy as security for same.
4. The right to collect and receive all dividend distributions, shares of surplus, dividend deposits or additions to the policy now or hereafter made or apportioned thereto, and to determine whether the cash value of any distributions, shares of surplus, dividend deposits or additions that may be used in accordance with the terms of the policy in the payment of premiums shall be so used or shall be taken by the Assignee in cash; provided, that unless and until the Assignee shall notify the Insurance Company in writing to the contrary, the distributions, shares of surplus, dividend deposits or additions shall continue on the plan in force at the time of the assignment.
5. The right to exercise all non-forfeiture options permitted by the terms of the policy or allowed by the Insurance Company, and to receive all benefits and advantages derived therefrom.

Policy No: _____

The Assignee may exercise any right, option, privilege or power given herein without notice to or assent by the undersigned or any other person, and without affecting the liability of, or releasing any interest hereby assigned by the undersigned, or any other person.

The Assignee shall not have the right to elect optional modes of settlement or to change the beneficiary; but the reservations of these rights shall in no way impair the Assignee's right to completely surrender the entire policy or impair any other right of the Assignee hereunder; and any election of an optional mode of settlement and any designation or change of beneficiary shall be subject to this partial assignment of policy as collateral security and to the rights of the Assignee hereunder.

This partial assignment is made and the policy is to be held as collateral security for all indebtedness of the undersigned Insured to the Assignee due under the Loan Agreement referenced above and any balance that may remain with the Assignee after payment of such indebtedness shall be paid to the persons entitled thereto under the terms of the policy.

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 his own funds (including premiums paid in advance of their due dates), shall become a part of the indebtedness hereby secured, shall be due immediately, and shall draw interest of a rate fixed by the Assignee from time to time not exceeding six percent per annum.

The Insurance company 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 indebtedness secured by this partial assignment of policy as collateral security or the existence of any default therein, or the application to be made by the Assignee of any amount to be paid him. The signature of the Assignee shall be sufficient for the exercise of any rights under the policy assigned hereby and the receipt of the Assignee for any sums received shall be a full discharge and release therefore to the Insurance Company. Checks for all or any part of the sums payable under the policy and assigned herein, shall be drawn to the order of the Assignee if, when and in such amounts as may be requested by the Assignee.

Policy No: _____

SIGN HERE FOR THE ABOVE REQUEST(S)

Please read the Signature Requirements to avoid a delay in processing.

Any person who knowingly with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material, thereto commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Owner (Assignor) Signature
(Provide title if officer of corporation)

Owner (Assignor) Printed Name

Date

Owner (Assignor) Signature
(Provide title if officer of corporation)

Owner (Assignor) Printed Name

Date

Signature Requirements

1. Please complete the forms in BLACK ink to ensure that they are legible for processing.
2. If the policy is assigned, the Assignee does not have to sign.
3. If the Owner resides in a community property state, we recommend that the Owner's spouse join in signing this form. This is for the protection of both parties.
4. If the policy is owned by a corporation, partnership, association or company, this form should be signed by an Officer other than the Insured. The title of the Officer signing the form must also be included. If the Insured is the only officer of the company, please give us a signed statement to that effect on company letterhead.
5. If the policy is trust owned, please send a full copy of the Certificate of Trust or the sections of the trust that indicate the title of the trust, pages that list that Trustee/C-Trustees/Successor Trustees, trustee rights, any pages pertaining to the Life Insurance policy and the signature page. All applicable Trustees must sign.
6. If signing this form on behalf of the policy owner, please send ALL pages of the POA, Guardianship/Conservator paperwork, or other legal documentation. The POA/Guardian, etc. must sign their own name with the appropriate title behind their signature.
7. Signatures should be witnessed by a disinterested party of legal age.