

Irrevocable Assignment of Benefits of Life Insurance Policy

Name of Insured:	 	 	
Name of policy owner:			
Insurer:			
Policy Number:			

The owner of the life insurance policy referred to above hereby irrevocably assigns and transfers all the benefits and proceeds of such policy to <u>(Funeral Home)</u>, of <u>(City, State)</u>, its successors and assigns, or any other Funeral Home as its interest may appear designated by owner or owner's representative.

- 1. This irrevocable assignment is made to the funeral home in order to fund a guaranteed preneed burial contract executed on this date.
- 2. The Owner acknowledges that by making this agreement irrevocable, it cannot be cancelled although it does not affect the right of the Owner to cancel the insurance policy within the examination period provided under the policy.
- 3. The Owner also irrevocably waives and cannot exercise the following rights:
 - a. The right to collect from the Insurance Company the net proceeds of the policy when it becomes a claim by death.
 - b. The right to surrender the policy and receive the cash surrender value of the policy.
 - c. The right to obtain a policy loan.
 - d. The right to designate as primary beneficiary of the policy anyone other than the Funeral Home or another funeral home licensed to sell preneed in this or another state.
 - e. The right to collect or receive income, distributions or shares of surplus, dividend deposits, refunds of premium, or additions to the policy.
- 4. It is expressly agreed that the owner retains the right to designate and change the assignee to another funeral home licensed to sell preneed in this or another state, but any designation or change of assignee shall me made subject to this assignment. Such designation is not effective until written notification is received by the funeral home. It is agreed that the new primary beneficiary and shall be relieved of all obligations hereunder.
- 5. It is agreed that if the insured is a person who during their lifetime received medical assistance from the Illinois Department of Healthcare & Family Services, has any excess policy proceeds remaining after payment to the funeral home for funeral goods and services shall be paid to the Technical Recovery Department of the Illinois Department of Healthcare & Family Services to the extent of medical services expended on the deceased recipient.

- 6. The Assignee funeral home is under no obligation to pay any premium or other charges on the policy.
- The Assignee funeral home shall pay the Technical Recovery Department of the Illinois Department of Healthcare & Family Services within 30 days of receipt of the benefits and proceeds of such policy. Proceeds should be sent to HFS BOC-TRS P.O. Box 19146 Springfield, IL 62794-9146.
- 8. The insurance company hereby acknowledges that by recording the Irrevocable Assignment of Benefits, it agrees to accept and abide by the terms thereof.

Executed this	day of	
Policy Owner:		
Address:		
City/State/Zip Code:		
Funeral Home:		
Authorized Funeral Home Repre		
Address:		
City/State/Zip Code:		
Recorded by:		
Insurance Company:		
Date:		
Signature Field		

This form is being executed in accordance with the provisions of 305 ILCS 5/3-1.2.