Herrera FINANCIAL COMPANY

TO GET STARTED: ● **COMPLETE THE IRREVOCABLE ASSIGNMENT and**
●**VERIFICATION OF CLAIM AND LIMITED DURABLE POWER OF ATTORNEY**
●**FAX BOTH FORMS WHEN SIGNED TO 817-984-8809 OR EMAIL** ***veronica@sryp.net***
Call Herrera Financial at 817-294-8888 to make sure claim is received.

VERIFICATION OF CLAIM AND LIMITED DURABLE POWER OF ATTORNEY

INSURED NAME: _____ **SS#** _____
DATE OF BIRTH: _____ DATE OF DEATH: _____
PLACE OF DEATH**: ADDRESS**: _____ **CITY/STATE**: _____
CAUSE OF DEATH: ☐ Natural ☐ Homicide ☐ Suicide ☐ Accident ☐ Unknown (detail below)
_____
INSURANCE BENEFIT: TYPE OF INSURANCE COVERAGE? ☐ GROUP POLICY? ☐ INDIVIDUAL POLICY?
If GROUP INSURANCE, provide **Employer (Company Name), a Contact Name, & Phone Number**:
_____
INSURANCE COMPANY NAME _____
POLICY (IES) # for this Claim: _____

$_____ FUNERAL / CEMETERY BILL ASSIGNMENT WITH CASH ADVANCES

FUNERAL HOME NAME: _____

Beneficiary 1: _____
Your Social Security #: _____ Date of Birth _____
Relationship to Deceased ☐ Parent ☐ Spouse/Life Partner ☐ Grandparent ☐ Aunt/Uncle ☐ Brother/Sister ☐ Son/Daughter ☐ Other (Explain): _____
Address (City/State/Zip) & Phone #: _____

Beneficiary 2: _____
Your Social Security #: _____ Date of Birth _____
Relationship to Deceased ☐ Parent ☐ Spouse/Life Partner ☐ Grandparent ☐ Aunt/Uncle ☐ Brother/Sister ☐ Son/Daughter ☐ Other (Explain): _____
Address (City/State/Zip) & Phone #: _____
_____

DIRECTIVE and LIMITED DURABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST
THIS IS NOT A FIDUCIARY RELATIONSHIP

TO WHOM IT MAY CONCERN: Upon presentation of this form, or a photo static copy thereof which is as valid as the original, you are authorized and directed to disclose insurance information and any documents required to settle the life policy described above to Herrera Financial [1] ("HF"), its assigns or its representatives. The undersigned principals and/or beneficiary(ies) individually hereby **expressly: (1)** authorize disclosure of Protected Health Information of INSURED & BENEFICARY pursuant to HIPAA 45 C. F. R. 164.512 to HF; **(2) irrevocably appoint HF as my agent and Attorney-in-Fact** with full power of substitution, to act for me with full power and authority to (i) enforce collection of, compromise, assign, settle and give receipt for any benefits & proceeds connected with or related to Insured & Beneficiary(ies) to the extent necessary **to fully cover Insured's funeral cost or assignment amount,** (ii) endorse or sign: claim forms, checks, assignments and estate forms in my individual, estate representative, and trustee capacity,(iii) receive, complete and sign my name to any claim, assignment, probate or small estate forms connected with or related to Insured or beneficiary, (iv) receive any insurance documents & medical and confidential information concerning the Insured & Beneficiary, (v) redo assignments or **insert, add or amend policy information on assignments & forms of Insured & Beneficiary to correct errors, clarify ambiguities, and give further legal effect to the purpose and intent hereof,** (vi) **order death certificates or birth certificates of Insured,** (vii) insert or copy my signature on claim, assignment, funeral bill, small estate, tax, complaint or benefit forms as fully as principal or beneficiary could personally do, (**3**) ratify and confirm all that my attorney in fact may do or cause to be done by virtue of the authority and direction given herein, and (**4**) this power of attorney is not affected by subsequent disability or incapacity of any undersigned principal. The undersigned hereby expressly consent and agree to personally submit to the jurisdiction of all levels of any and all State and Federal Courts located in Tarrant County, the State of Texas, arising out of any and all litigation which occurs as a result of any dispute regarding this Directive or Limited Durable Power of Attorney and any assignment thereof**.** The undersigned agrees a copy of this agency agreement is to be treated as the original and my/our signature is to be used as an electronic signature pursuant to 15 USCS § 7001. The undersigned understands this agency agreement is coupled with HF's interest in the above described insurance proceeds. **THE UNDERSIGNED AGREE TO INDEMNIFY & HOLD HARMLESS ANY ENTITY OR PERSON FROM LIABILITY BY HONORING THIS POWER OF ATTORNEY, DISCLOSING INFORMATION & PAYING ASSIGNED AMOUNT TO HF.**

→ **/S/**_____ **[Rel:**_____**]** → **/S/**_____**[Rel:**_____**]**
BENEFICIARY'S SIGNATURE & RELATIONSHIP **BENEFICIARY'S SIGNATURE & RELATIONSHIP**

On ___/__/**20**__, before me, _____, **a Notary Public**, personally appeared _____ **(Beneficiary(ies)** who acknowledge him/her self to be the person whose name and capacity is subscribed to the above Power of Attorney. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC SIGNATURE & STAMP

1 - Assumed name of Surety Capital Corporation

REVISED 12:43 pm, Oct 21, 2020

Herrera FINANCIAL COMPANY

IRREVOCABLE ASSIGNMENT ("IA")

INSURED: _____

INSURANCE COMPANY, BUSINESS OR GOVERNMENT ENTITY ("ICBG"): _____

_____

INSURANCE POLICY, PLAN, ANNUITY, CLAIM or BENEFIT # (S) ("Policy"): _____

FOR VALUE RECEIVED, the undersigned being all of the persons or entities equitably, legally, or through probate, entitled to receive and dispose of the benefits, payable now or in the future, under the Policy (individually and collectively "**Beneficiaries**"), **hereby irrevocably assign, sell, convey and/or transfer** to _____("**FH**") and its assigns, up to and including $_____ which is to be paid from **all the benefits**, proceeds, premium(s) and interest connected with the above INSURED and/or described Policy. In addition, the Beneficiaries assign & sell: accrued **statutory or contractual interest** from the date of death; unearned premiums; and all state and federal claims and causes of action against ICBG connected with the Policy or Insured, including but not limited to, all benefit, non-benefit ERISA[1] claims to FH and it assigns and agree all rights under the Policy shall be subrogated to FH and its assigns. The Beneficiaries hereby irrevocably consent to, authorize, and direct ICBG to make payments of the Policy benefits to FH and/or its assigns. The consideration for this IA is FH rendering funeral services or assisting with the disposition of remains of INSURED, which services have been specifically ordered and accepted by the undersigned, and if applicable, inclusive of advancing additional monies to the undersigned for personal benefit. **TIME IS OF THE ESSENCE. Beneficiary(ies) hereby irrevocably authorize(s) and direct(s) the issuer or sponsor of the Policy, insurer, third party administrator, record keeper or any business or government entity to deal directly with FH, its agent and assignee to give any information that they require regarding INSURED, Beneficiaries, and the Policy** by email, fax, phone, and mail including confidential, personal and medical information to ensure: proper filing for and payment of Policy benefits, resolving any denial of Policy benefits, and determine the validity of any reason(s) for any delay of payment of Policy benefits, and **PROVIDING IMMEDIATE HELP FOR THE FAMILY TO SECURE TIMELY ARRANGEMENTS FOR INSURED'S FUNERAL or BURIAL.** The Beneficiaries hereby expressly consent and agree to personally submit to the jurisdiction of all levels of any and all State and Federal Courts located in Tarrant County, the State of Texas, arising out of any and all litigation which occurs as a result of any dispute regarding this IA and any assignment thereof. The Beneficiaries agree to cooperate with the FH and its assigns to get the IA paid. In the event that any payment is made to FH and/or its assigns for the Policy that is in excess of the amount stated above, the Beneficiary(ies) agree FH and/or its assigns will take possession of the excess amount for itself until such time as Beneficiary(ies) & FH agree in writing to its distribution. If after one year there is no agreement in writing to its distribution; the Beneficiary (ies) agree excess funds belong solely to FH and/or its assigns. The Beneficiary(ies) agree to hold in trust any proceeds received from the Policy that were assigned to FH and/or its assigns and return such proceeds immediately. If the Policy is not delivered with this IA, Beneficiary(ies) represent after a diligent search the **Policy is LOST.** Beneficiary(ies) agree a copy of this IA is intended to be treated as if it were the original and is intended to be used as an **electronic signature** pursuant to 15 USCS § 7001.The Beneficiary(ies) affirm & attest under penalty of perjury the **Insured is dead**. The Beneficiary(ies) affirm and attest that they are of sound mind, 18 or older, understand the meaning of this IA, and are entering into this IA with the intent it be binding on them. Beneficiary(ies) by their signature below agree to this IA and any reassignment of this IA. In the event any covenants and provisions are determined invalid, all other covenants and provisions will remain intact & enforceable. **IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS____DAY OF_____, 20___.**

→ **/S/**_____**[Rel:**_____**]**
BENEFICIARY'S SIGNATURE & RELATIONSHIP

→ **/S/**_____**[Rel:**_____**]**
BENEFICIARY'S SIGNATURE & RELATIONSHIP

IRREVOCABLE REASSIGNMENT ("IRA")

FOR VALUE RECEIVED, the undersigned FH does hereby irrevocably assign, transfer, and/or sell unto **Herrera Financial ("HF") LOCK BOX 123550, FORT WORTH, TX 76121-3550** [2], its successors and assigns, all of FH's right, power, title and interest in, to and under the above IA and the Policy, including without limitation all benefits, subrogation rights and causes of action, and does hereby direct that all payments be made to HF. FH hereby irrevocably appoints HF and its representatives as its **Agent & Attorney-in-Fact to act for FH** with full power to make collection of, compromise, settle and receipt for the proceeds of the above Insured & Policy and authority to endorse & sign: checks, assignments, pre-need or insurance claim forms **and order death certificates** of Insured as fully as FH could do, with full power of substitution and this power of attorney is not affected by subsequent disability or incapacity of the undersigned including if undersigned subsequently ceases to do business. FH agrees this IRA is intended to be treated as if it were the original and to be used as an **electronic signature** pursuant to 15 USCS § 7001. The FH agrees to cooperate with HF to get IRA paid. **This IRA is NONRECOURSE factoring to FH** unless a breach of contract occurs where HF determines, in its sole discretion, there is fraud or negligence related to the IA or IRA or FH fails to cooperate with HF to get IRA paid. The FH agrees to hold in trust any proceeds received that were assigned to HF and return proceeds to HF immediately. FH hereby expressly consents and agrees to personally submit to the jurisdiction of all levels of any and all State and Federal Courts located in Tarrant County, the State of Texas, arising out of any and all litigation which occurs as a result of any dispute regarding this IRA and any assignment thereof. **FH affirms & attests under penalty of perjury the Insured is dead.** FH by its signature below agree to this IRA. All terms used in this IRA shall have the meaning herein and the above IA. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS____DAY OF_____, 20___.

→/s/_____ _____
FUNERAL HOME / CEMETERIAN by AUTHORIZED SIGNATURE **FUNERAL HOME or CEMETERY NAME**

On ____/__/20__, before me, _____, **a Notary Public**, personally appeared_____**(Beneficiary(ies)** and _____ **(Funeral Home Agent)** who acknowledge him/her self to be the person whose name and capacity is subscribed to the above IA & IRA. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

1 - Employee Retirement Income Security Act ("ERISA").
2 - Assumed name of Surety Capital Corporation

_____
NOTARY PUBLIC SIGNATURE & STAMP

Herrera
FINANCIAL COMPANY

ONE AND THE SAME PERSON AFFIDAVIT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared, known to me, and who, after being by me duly sworn on oath stated:

My name is _____ whose date of birth is _____.

I am and was one and the same person as _____.
I am making this statement under oath in order to induce payment of _____
Life insurance company, Policy Number(s) _____.

Executed on this _____ day of _____ , _____.

AFFIANT:
_____

SUBSCRIBED AND SWORN TO BEFORE ME, on this ____day of _____ , _____.

_____ NOTARY PUBLIC, STATE OF _____

MY COMMISSION EXPIRES : _____

Herrera
FINANCIAL COMPANY

SMALL ESTATE AFFIDAVIT

STATE OF: _____) SS.
COUNTY OF:_____)

_____, residing at _____
(Affiant's Address)

being duly sworn, deposes and says:

_____, insured under policy number(s)_____
(Insured/Deceased)

issued by_____ died on the date of _____
(Insurance Company)

leaving no will, and that no petition for the appointment of an executor or administrator of the decedent's estate has been granted, is pending or contemplated; that all of the bills, debts, expenses, taxes and charges of whatsoever kind or nature of either said decedent or said Decedent's Estate have been paid **except for funeral expenses** in the amount of _____; and that the gross value to the Decedent's real and personal property, excluding exempt property, does not exceed $_____.

The following relatives of the decedent were surviving at the time of the decedent's death:

Relationship	Name	Age	Address

The names of heirs-at-law of the decedent are listed above and there are no others who could claim an interest in the estate.

The undersigned recognizes that the Insurance Company will rely on this Affidavit, agrees to indemnify Insurance Company from any claim of suit (including Attorney's fees) filed arising out of the subject policy, and request said Insurance Company to waive the requirement of administration and honor the instructions attached to the affidavit.

_____
(Signature of Affiant)

_____
(Relationship of the Decedent)

Subscribed and sworn to before me this_____day of_____, 20____.

_____ _____
(SIGNATURE OF NOTARY PUBLIC) (NOTARY STAMP OR SEAL)

UNIVERSAL AFFIDAVIT FOR LOST POLICY

I (We), the undersigned, hereby certify and upon oath represent that Policy number _____ for $ _____, issued on the life of _____, insured, on the ____ day of _____, _____, has been lost or destroyed and that said policy is not assigned, hypothecated or pledged except to **HERRERA FINANCIAL COMPANY, LOCK BOX 123550, FORT WORTH, TEXAS 76121-3550** in any way whatsoever; that I (We) the undersigned, am (are) the beneficiary under paid policy, and that this policy became a claim due to the death of the aforesaid insured, on the ___ day of _____, 20____. It is distinctly understood and agreed that should the original policy be found, it is to be returned to the _____ its successors or assigns.

I (We) further agree that if any other person should surrender the policy to the INSURANCE COMPANY and make demand for the payment therefore from the company claiming to own the policy by virtue of a gift of said policy from the insured top such other persons during the lifetime of the insured and should a Court of Law or Equity Judicially determine that such other person or persons rather that the undersigned is entitled to be paid the proceeds of this policy then in that event, I (We) agree to reimburse said company for the amount so paid to the undersigned.

_____
Signature

_____
Signature

HERRERA FINANCIAL COMPANY
LOCK BOX 123550 • FORT WORTH, TX 76121-3550 • 817-294-8888•FAX 817-984-8809
www.herrerafinancial.net