

**DEATH CLAIM SUBMISSION GUIDE  
FOR LIBERTY BANKERS LIFE or THE CAPITOL LIFE CLAIMS ONLY  
Funeral Homes and Funding Companies**

**DOCUMENTATION**

The following is a list of the documents required to begin the claims process:

- Certified copy of the Death Certificate
- Verified Statement of Performance
- Itemized Funeral Home Bill for merchandise, services and cash advance items
- Executed “Next of Kin/Personal Representative Release, Subrogation and Assignment Form” (The Next of Kin signing the form must be a blood relative of the decedent. A Personal Representative signing the form must submit documentation establishing their right to and/or authority to execute the document.)
- IRS Form W-9 (from the funeral home/funding company if one is not already on file with Liberty Bankers or Capitol Life Insurance Companies)

For descendant (child/grandchild coverage) claims a copy of a newspaper obituary is acceptable to show relationship.

**In addition to the above documents, a “Release, Subrogation and Assignment Form” signed by the provider of services must be received by the Claims Department in order for claims to be paid. If a funding company is involved, the funding company must also sign and return a separate assignment form. You will receive these assignment forms with instructions to complete them upon receipt and review of the initially requested documents.**

**Please note that if you have received documents by fax or email, you will need to verify that all language is legible before the documents are completed and returned to our office. We will not be able to accept any documents that are not fully legible.**

**WHERE TO FILE CLAIMS**

BY MAIL:

ATTN: CLAIMS DEPT  
2121 Lohmans Crossing Rd, Suite 504-577  
Lakeway, TX 78734

BY FAX: CLAIMS DEPT  
(512) 637-4989

BY EMAIL:  
LBLCLAIMS@TSLIC.COM

**CONTACT US**

BY PHONE:  
877-248-1111

BY MAIL:  
2121 Lohmans Crossing Rd, Suite 504-577  
Lakeway, TX 78734

BY FAX:  
512-263-6981

BY EMAIL:  
LBLSERVICE@TSLIC.COM

# CLAIM FORM COMPLETION GUIDE

## Next of Kin/Personal Representative RELEASE, SUBROGATION AND ASSIGNMENT FORM LIFE POLICIES

Funeral Home Responsible for Ensuring All Blanks are Filled In  
 \*FORM A: must be signed by Next of Kin/Personal Representative when funeral arrangements are made-  
 \*required

Name of Decedent (Insured): \_\_\_\_\_ \*required

Name of Next of Kin or Personal Representative: \_\_\_\_\_ \*required  
(referred to as "Releasor" in this Release, Subrogation and Assignment)

Address: \_\_\_\_\_ \*complete address, w/ city, st & zip  
 \*required

Phone numbers: \_\_\_\_\_ \*at least 1 phone  
 Cell: \_\_\_\_\_ number required

Home: \_\_\_\_\_  
 Work: \_\_\_\_\_

Email addresses (if known): \_\_\_\_\_ \*optional

Name of Funeral Home: \_\_\_\_\_ \*Servicing funeral home - required

The Death Benefit Amount: If the Guaranty Association ("Association") determines the Funeral Home has a valid claim in accordance with the Liquidation Plan, the amount of the claim paid to the Funeral Home is the Death Benefit Amount.

The Releasor understands that Funeral Home will submit a claim pursuant to the Liquidation Plan for Lincoln Memorial Life Insurance Company ("Insurer") which is involved. The Liquidation Plan was approved by the 25th District Court of Travis County, Texas on September 22, 2008. The Funeral Home will submit a claim to the Association for payment of the Death Benefit Amount related to the life insurance policy or policies allegedly issued by Insurer reserving the life of Decedent ("Policies"). The claim is payable only if certain conditions set forth in the Liquidation Plan are satisfied. If and only if Funeral Home's claim for benefits is approved in whole or in part and any Death Benefit Amounts paid by the Association (or its assigns or successors) to the Funeral Home, the Release, Subrogation, Transfer, and Assignment provisions of this document shall become effective. If the Funeral Home's claim is denied, then the Association's determination on Funeral Home's claim to the Funeral Home is being requested to sign this document in advance of the Association's determination on Funeral Home's claims in order to avoid the necessity of Releasor executing additional documents at a later date.

The following provisions become effective if and only if the Association pays a Death Benefit Amount to the Funeral Home.

**Release.** In consideration of the provision of coverage and payment of the Death Benefit Amount by the Association and other good and valuable consideration, Releasor and Releasor's heirs (if any), personal representatives, guardians, assigns, successors, agents, and all other persons claiming by or through Releasor do hereby release and discharge the Association, its members, affiliates, agents, attorneys, employees, third party administrators, successors and assigns (collectively the "Association and Related Parties") of and from any and all actions, causes of action, claims, demands, costs, expenses, compensation and any and all consequential or special damages or other damage, past, present or future, whether known or unknown, on account of or in any way arising out of any life insurance policies issued by Lincoln Memorial Life Insurance Company or Memorial Service Life Insurance Company ("Insurers") which covered the life of Decedent ("Policies"). This release is not intended in any way to release or discharge any person or entity other than the Association and Related Parties as set forth herein.

**Subrogation, Transfer and Assignment.** In further consideration of the provision of coverage set forth herein, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns any and all of Releasor's past, present and future claims, rights, demands, actions and causes of action against the Insurers to the Association (and its successors and assigns) which shall be subrogated to all of Releasor's rights under the Policies and which may bring any action or suit for the recovery of any damages or losses sustained by Releasor as deemed best or appropriate by the Association in its sole and absolute discretion.

Further, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns to the Association, its successors and assigns, any and all past, present and future claims, demands, actions, rights and/or causes of action Releasor may have against the Insurer as any other persons or entities of their own volition. Policies are assigned in any way by Releasor to the Association, either at the time of Release or at a later date. The Association and its assigns shall have full power and authority for its full and complete Release to ask, demand, collect, prosecute, defend, settle, sue or prosecute all law or in equity against the Insurers, an other persons or entities or Releasor's name. Releasor further agrees to cooperate with the Association (and its successors and assigns) in its prosecution of any suits or proceedings against the Insurer and all other persons or entities, and will voluntarily testify on behalf of the Association (and its successors and assigns), if asked.

Releasor has carefully read the foregoing Release, Subrogation and Assignment and knows the contents hereof and has signed this Release, Subrogation and Assignment voluntarily and with full knowledge of its contents.

The undersigned is legally authorized to sign this Release, Subrogation and Assignment and bind Releasor. Releasor represents and warrants that Releasor is the personal representative and/or next of kin and is authorized to bind the Decedent's estate and any other relatives, heirs, devisees, legatees, or successors of the Decedent in connection with any interest any of them may claim in or arising out of the Policies.

Next of Kin or Personal Representative of Decedent/Insured:  
 Name: \_\_\_\_\_ \*printed name - required

Signature: \_\_\_\_\_ \*signature of next of kin/person  
 signing as representative - required

Date: \_\_\_\_\_ \*signature date - required

Relationship to Decedent/Insured: \_\_\_\_\_ \*relation - required

FORM A

**LIBERTY BANKERS LIFE INSURANCE COMPANY**  
**THE CAPITOL LIFE INSURANCE COMPANY**

2121 Lohmans Crossing Road,  
 Suite 504-577  
 Lakeway, TX 78734  
 Toll Free: (877) 248-1111  
 Fax: (512) 637-4989

### VERIFIED STATEMENT OF PERFORMANCE

\*servicing th -required Funeral Home hereby verifies and certifies that with respect to the prearranged funeral contract entered with \_\_\_\_\_ \*deceased name - required account number \_\_\_\_\_ \*list contract number(s) as follows:

\*\*Do not list policy numbers\*\*

1. That all services and merchandise have been performed and provided in the prearranged funeral contract.
2. Attached is a copy of the death certificate of said contract purchaser.
3. If applicable, purchaser or a successor has paid or has agreed to pay Funeral Home the balance due, if any, which was due on the prearranged funeral contract at the date of death.

\*Party expecting payment: i.e. funeral home, estate of insured, Next of Kin (ex. Smith FH, Estate of John Tate, Jane Tate) - required

We request the funds be released to: \_\_\_\_\_

The above statements are hereby verified before the witness by the above named funeral home.

\*signature date - required \_\_\_\_\_ \*servicing funeral home - required

Date \_\_\_\_\_ Funeral Home

\*required \_\_\_\_\_ \*required

Print Next of Kin Name \_\_\_\_\_ Print Funeral Director's Name

\*required \_\_\_\_\_ \*required

Next of Kin Signature \_\_\_\_\_ Funeral Director's Signature

FORM VSP 11-17

**Next of Kin/Personal Representative  
RELEASE, SUBROGATION AND ASSIGNMENT FORM  
LIFE POLICIES**

**Funeral Home Responsible for Ensuring All Blanks are Filled In  
<FORM A: must be signed by Next of Kin/Personal Representative when funeral arrangements are made>**

Name of Decedent (Insured): \_\_\_\_\_

Name of Next of Kin or Personal Representative: \_\_\_\_\_  
(referred to as "Releasor" in this Release, Subrogation and Assignment)

Address: \_\_\_\_\_ Phone numbers: \_\_\_\_\_  
\_\_\_\_\_ Cell: \_\_\_\_\_  
\_\_\_\_\_ Home: \_\_\_\_\_  
Email addresses (if known): \_\_\_\_\_ Work: \_\_\_\_\_

Name of Funeral Home: \_\_\_\_\_

Death Benefit Amount: If the Guaranty Association ("Association") determines the Funeral Home has a valid claim in accordance with the Liquidation Plan, the amount of the claim paid to the Funeral Home is the Death Benefit Amount.

Releasor understands that Funeral Home will submit a claim pursuant to the Liquidation Plan for Lincoln Memorial Life Insurance Company ("Insurer") which is insolvent. The Liquidation Plan was approved by the 250<sup>th</sup> District Court of Travis County, Texas on September 22, 2008. The Funeral Home will submit a claim to the Association for payment of the Death Benefit Amount related to the life insurance policy or policies allegedly issued by Insurer insuring the life of Decedent ("Policies"). The claim is payable only if certain conditions set forth in the Liquidation Plan are satisfied. If and only if Funeral Home's claim for benefits is approved in whole or in part and any Death Benefit Amount is paid by the Association (or its assigns or successors) to the Funeral Home, the Release, Subrogation, Transfer, and Assignment provisions of this document shall become effective. If the Funeral Home's claim is denied, then the Association will not pay a Death Benefit Amount to the Funeral Home. Releasor is being requested to sign this document in advance of the Association's determination on Funeral Home's claims in order to avoid the necessity of Releasor executing additional documents at a later date.

**The following provisions become effective if and only if the Association pays a Death Benefit Amount to the Funeral Home.**

**Release.** In consideration of the provision of coverage and payment of the Death Benefit Amount by the Association and other good and valuable consideration, Releasor and Releasor's heirs (if any), personal representatives, guardians, assigns, successors, agents, and all other persons claiming by or through Releasor do hereby release and discharge the Association, its members, affiliates, agents, attorneys, employees, third party administrators, successors and assigns (collectively the "Association and Related Parties") of and from any and all actions, causes of action, claims, demands, costs, expenses, compensation and any and all consequential or special damage or other damage, past, present or future, whether known or unknown, on account of or in any way arising out of any life insurance policies issued by Lincoln Memorial Life Insurance Company or Memorial Service Life Insurance Company ("Insurers") which covered the life of Decedent ("Policies"). This release is not intended in any way to release or discharge any person or entity other than the Association and Related Parties as set forth herein.

**Subrogation, Transfer and Assignment.** In further consideration of the provision of coverage set forth herein, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns any and all of Releasor's past, present and future claims, rights, demands, actions and causes of action against the Insurers to the Association (and its successors and assigns) which shall be subrogated to all of Releasor's rights under the Policies and which may bring any action or suit for the recovery of any damages or losses sustained by Releasor as deemed best or appropriate by the Association in its sole and absolute discretion.

Further, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns to the Association, its successors and assigns, any and all past, present and future claims, demands, actions, rights and/or causes of action Releasor may have against the Insurers and any other persons or entities related in any way to the Policies and/or any losses arising under, resulting from, or otherwise relating to the Policies and the Association (and its successors and Assigns) shall have full power and authority for its own use and benefit, at no cost to Releasor, to ask, demand, collect, prosecute, dismiss, or settle any suit or proceedings at law or in equity against the Insurers or any other persons or entities in Releasor's name. Releasor further agrees to cooperate with the Association (and its successors and Assigns) in its prosecution of any suits or proceedings against the Insurer and all other persons or entities, and will voluntarily testify on behalf of the Association (and its successors and Assigns), if asked.

**Releasor has carefully read the foregoing Release, Subrogation and Assignment and knows the contents hereof and has signed this Release, Subrogation and Assignment voluntarily and with full knowledge of its contents.**

The undersigned is legally authorized to sign this Release, Subrogation and Assignment and bind Releasor. Releasor represents and warrants that Releasor is the personal representative and/or next of kin and is authorized to bind the Decedent's estate and any other relatives, heirs, devisees, legatees, or successors of the Decedent in connection with any interest any of them my claim in or arising out of the Policies.

**Next of Kin or Personal Representative of Decedent/Insured:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Relationship to Decedent/Insured: \_\_\_\_\_

LIBERTY BANKERS LIFE INSURANCE COMPANY  
THE CAPITOL LIFE INSURANCE COMPANY

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Lakeway, TX 78734  
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### VERIFIED STATEMENT OF PERFORMANCE

\_\_\_\_\_ Funeral Home hereby verifies and certifies that with respect to the prearranged funeral contract entered with \_\_\_\_\_ account number \_\_\_\_\_, as follows:

1. That all services and merchandise have been performed and provided in the prearranged funeral contract.
2. Attached is a copy of the death certificate of said contract purchaser.
3. If applicable, purchaser or a successor has paid or has agreed to pay Funeral Home the balance due, if any, which was due on the prearranged funeral contract at the date of death.

We request the funds be released to: \_\_\_\_\_

The above statements are hereby verified before the witness by the above named funeral home.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Funeral Home

\_\_\_\_\_  
Print Next of Kin Name

\_\_\_\_\_  
Print Funeral Director's Name

\_\_\_\_\_  
Next of Kin Signature

\_\_\_\_\_  
Funeral Director's Signature