

# Irrevocable Insurance Assignment Agreement

**1. The Agreement and Estimated Charges.** The Funeral Home and the Purchaser have made Funeral Arrangements for the Intended Funeral Recipient, with the estimated charges being provided on a Statement of Funeral Goods and Services Selected (SFGSS) (a copy of which is provided as part of this Agreement).

**2. Purpose of this Agreement.** The purpose of this Agreement is to provide for the irrevocable ownership assignment of an Insurance Policy(ies) to the Funeral Home in fulfillment of the obligation to pay for all or part of the future cost of the funeral arrangements. The proceeds from the Insurance Policy(ies) assigned may or may not be in an amount equal to the total estimated charges.

**3. Amount to be Charged.** This Agreement provides no guarantee with respect to future prices of the goods and services arranged for, nor with respect to the adequacy of proceeds of the Policy(ies) irrevocably assigned to cover the future costs. Accordingly, at the death of the Intended Funeral Recipient, the estimated prices of the funeral goods and services arranged for shall be changed by the Funeral Home to reflect the actual prices being charged by the Funeral Home to the general public at that time. If the proceeds or death benefits of the Policy(ies) irrevocably assigned are insufficient to pay the then current prices of those arrangements, then the Purchaser or his/her legal representative shall have the option of either paying any difference or otherwise modifying the arrangements.

**4. Status of Policies.** The Owner of the Policy(ies) herein assigned represents that, to the best of his/her knowledge, no premiums will be payable at any time in the future with respect to any Policy(ies) assigned to the Funeral Home and that there are no loans outstanding. In the event additional premiums or loan payments are due, the Funeral Home accepts no responsibility to fulfill any such unfunded financial liability. Any and all future premiums will be the sole responsibility of the Intended Funeral Recipient. In the event the Insurance Company(ies) pays a dividend on the Policy(ies) a separate funeral trust shall be established in the name of the Intended Funeral Recipient as a depository for the additional funds.

**5. Irrevocability of Ownership Assignment.** The Intended Funeral Recipient is currently eligible for, or has reasonable expectation of becoming eligible for (within six months from the date of the Agreement), benefits under a government assistance program, including the Supplemental Security Income and/or Medicaid programs (SSI/Medicaid) or General Assistance (GA) or any extensions thereof, as provided by the US Department of Health and Human Services, the Social Security Administration and/or, the New Jersey Departments of Health and Human Services. The Owner of the Policy(ies) shall file with the Insurance Company(ies) a notarized change of policy ownership separate and distinct from this Agreement assigning and irrevocably transferring ownership of the Policy(ies) to the Funeral Home. Accordingly the Intended Funeral Recipient as Owner, irrevocably assigns ownership of the following Policy(ies) to the Funeral Home so that the Policy(ies) will be treated as an excludable resource for benefit qualification purposes:

<b>POLICY #1</b>	INSURANCE COMPANY
POLICY NO.	FACE AMOUNT
<b>POLICY #2</b>	INSURANCE COMPANY
POLICY NO.	FACE AMOUNT

The Funeral Home shall hold all right, title and interest in the Policy(ies), except that during the life of the Intended Funeral Recipient the Funeral Home will have no authority to change the beneficiary to any person or entity other than the "Treasurer-State of New Jersey, " or to modify the direction for the settlement of proceeds provided for in this Agreement, or to otherwise administer the Policy(ies) or proceeds for any purpose other than to provide for the funeral of the Intended Funeral Recipient. The execution of this Agreement means that, so long as the Intended Funeral Recipient is eligible to receive the government assistance benefits previously specified, neither the Intended Funeral Recipient nor the Purchaser will be able to obtain a loan under any Policy(ies), surrender it for cash value, change the beneficiary or the owner, or otherwise revoke or supersede the Agreement. In the event that the Intended Funeral Recipient was not, at the time of death, enrolled in and receiving benefits in the public assistance programs specified, then the excess proceeds shall be paid to the contingent beneficiary(ies), as designated with the Insurance Company(ies). The listing of the contingent beneficiary(ies) on this form is for informational purposes only and does not constitute the naming of the contingent beneficiary(ies) of proceeds from the Insurance Policy(ies). The Owner of the Insurance Policy(ies) shall file with the appropriate Insurance Company(ies) all carrier-specific documentation separate and distinct from this Agreement to effectuate the naming of beneficiary(ies). The below information is current as of this Agreement's date of execution.

<b>PRIMARY BENEFICIARY</b>			
Treasurer - State of New Jersey			
ADDRESS			
	CITY	STATE	ZIP
<b>CONTINGENT BENEFICIARY</b>			
E-MAIL		TELEPHONE	
ADDRESS	CITY	STATE	ZIP

**6. Severability.** Except as provided above, this Agreement is not revocable during the lifetime of the Intended Funeral Recipient. However, the Funeral Arrangements are fully severable from this Agreement, and can be changed from time to time and at any time by the Purchaser if alive, and, if not, by the Intended Funeral Recipient. Upon the death of both the Purchaser and Intended Funeral Recipient, the Funeral Arrangements can be changed by the individual(s) with the legal authority to control the Intended Funeral Recipient's funeral and disposition. Such changes can include the selection of a different Funeral Home, although this Agreement makes no provision for the payment of the proceeds to another Funeral Home. This right of amendment is subject to the laws and rules governing the exclusion of resources for SSI/Medicaid and GA purposes.

**7. Responsibility Under SSI/Medicaid GA.** All parties acknowledge that they understand a person commits a crime of the fourth degree if he/she knowingly or purposefully solicits or induces any person to shelter assets, pursuant to this Agreement if the proceeds are intended to be expended for a purpose other than for the fair market value of the funeral goods and services specified in this Agreement.

**8. Itemized Contract for Future Delivery.** Completion of this Agreement shall constitute an itemized contract for the future delivery of the merchandise and services specified, or their comparable substitute, subject to the other provisions of this Agreement.

**9. Claim by Funeral Home.** All proceeds of the irrevocably assigned Policy(ies) shall be paid to the Funeral Home provided the Funeral Home has furnished the goods and services agreed to. The Funeral Home will provide a final and comprehensive bill to the legal representative of the deceased Funeral Recipient upon completion of performance of this Agreement. In the event the Insurance Company(ies) forward(s) the policy(ies) benefit to the stated beneficiary "Treasurer-State of New Jersey" in error, the Funeral Home is entitled to recover payment in the amount of the total goods and services agreed to.

**10. Surplus to be Paid to State.** New Jersey law requires this Agreement to be irrevocable for applicants or recipients of public assistance programs (such as Medicaid, Supplemental Security Income (SSI), Work First New Jersey and Work First New Jersey General Public Assistance programs, or any successor program thereof), and for the State of New Jersey to be named as beneficiary of any irrevocable funeral trust or irrevocably assigned Insurance Policy(ies) purchased or created for the provision and payment of funeral and burial goods and services. ANY MONEYS REMAINING AFTER THE PROVISION OF FUNERAL GOODS AND SERVICES SHALL BE PAID OVER TO THE STATE AS REQUIRED BY LAW.

**11. Cancellation.** In the event any lawful revocation of this Agreement is permitted prior to the rendering of any services or the providing of any merchandise, such as in the case of the loss of government program eligibility, it is understood that such revocation will not cancel or otherwise invalidate any Policy(ies) assigned under this Agreement.

**12. Merchandise Substitution.** In the event that merchandise specified in the Funeral Arrangements is unavailable at the time of performance, the Funeral Home may substitute merchandise of substantially equal quality, value and workmanship with any changes in price resulting from such a change being reflected on the Statement of Funeral Goods and Services Selected in a manner complying with disclosures required by State and Federal law.

**13. Failure to Perform.** If the Funeral Home is unable to provide the Funeral Arrangements contemplated in conjunction with this Agreement the Purchaser's sole remedy shall be the revocation of this Agreement.

**14. Portability.** Unless provided for in the Funeral Arrangements, nothing under this Agreement provides for the contingencies and costs related to the death of the Intended Funeral Recipient outside of the immediate service area of the Funeral Home. In such an event, the Purchaser shall be requested to make and pay for such additional arrangements as the circumstances may require and that, in any event, the revocability and refund provisions of the Agreement may be invoked as appropriate to accommodate such a contingency.

**15. Additional Documents.** The Purchaser and Intended Funeral Recipient agree to execute and deliver any additional documents and take such further action as shall be necessary or appropriate in order to effectuate the terms and conditions of this Agreement, including such documents and actions relating to the assignment of the ownership and change of beneficiary of the Policy(ies).

**16. Notification of Transactions to Other Parties.** The Purchaser and Intended Funeral Recipient hereby authorize the Funeral Home to divulge account transactions and information to such government agents and agencies as necessary to comply with the conditions of the programs specified above, and to such Insurance Company(ies) and their agents as necessary to effectuate for the purposes of the completion of all underlying documentation required to fulfill the terms of this Agreement.

**This Irrevocable Insurance Assignment Agreement, made \_\_\_\_\_, 20\_\_\_\_ by and between:**

FUNERAL HOME NAME:		E-MAIL:	
FUNERAL DIRECTOR:		N.J. LIC. NO.:	
MANAGER NAME:		N.J. LIC. NO.:	
ADDRESS:	CITY:	STATE:	ZIP:
TELEPHONE NUMBER:	SIGNATURE (FD):		DATE:

INTENDED FUNERAL RECIPIENT:		E-MAIL:	
ADDRESS:	CITY:	STATE:	ZIP:
TELEPHONE NUMBER:	SIGNATURE (IFR):		DATE:

PURCHASER <i>(if different from intended Funeral Recipient):</i>		E-MAIL:	
ADDRESS:	CITY:	STATE:	ZIP:
TELEPHONE NUMBER:	SIGNATURE (PUR):		DATE:

**A completed Statement of Funeral Goods and Services Selected (SFGSS) must accompany this document.**

**Irrevocable Insurance Assignment Agreement Checklist**

Keep this checklist handy to make sure that you keep track of all the documents needed to complete an irrevocable insurance assignment.

As a reminder, the NJSFDA's Irrevocable Insurance Assignment Agreement Form in and of itself is NOT proof of irrevocability or assignment. The owner of the policy and the funeral home must communicate and file additional, carrier-policy-specific form(s) to affect the ownership and beneficial interest in order for the policy to be considered as an excludable resource. Failure to do so could result in benefit ineligibility.

Date each box as you process your documentation to help keep track. In the boxes for the insurance company and social worker, you may wish to include dates to indicate when a file is sent and when it was received.

For example:

<b>DOCUMENTATION*</b>	<b>COPY IN FUNERAL HOME FILE</b>	<b>SENT TO/RECEIVED BY INSURANCE COMPANY</b>	<b>SENT TO/RECEIVED BY SOCIAL WORKER</b>
<b>Example Document</b>	<input checked="" type="checkbox"/> date <u>2/1/13</u>	<input checked="" type="checkbox"/> sent 2/1/13 <input checked="" type="checkbox"/> received 2/10/13	<input checked="" type="checkbox"/> sent 2/1/13 <input checked="" type="checkbox"/> received 2/10/13

<b>DOCUMENTATION*</b>	<b>COPY IN FUNERAL HOME FILE</b>	<b>SENT TO/RECEIVED BY INSURANCE COMPANY</b>	<b>SENT TO/RECEIVED BY SOCIAL WORKER</b>
Statement of Funeral Goods and Services Selected (SFGSS)	<input type="checkbox"/> date _____		
Irrevocable Insurance Assignment Agreement Form	<input type="checkbox"/> date _____	<input type="checkbox"/> sent _____ <input type="checkbox"/> received _____	<input type="checkbox"/> sent _____ <input type="checkbox"/> received _____
Insurance Company Change of Ownership Form	<input type="checkbox"/> date _____	<input type="checkbox"/> sent _____ <input type="checkbox"/> received _____	<input type="checkbox"/> sent _____ <input type="checkbox"/> received _____
Insurance Company Change of Beneficiary Form naming the "Treasurer-State of New Jersey" as the first named beneficiary	<input type="checkbox"/> date _____	<input type="checkbox"/> sent _____ <input type="checkbox"/> received _____	<input type="checkbox"/> sent _____ <input type="checkbox"/> received _____
Insurance Company Assignment of Proceeds Form	<input type="checkbox"/> date _____	<input type="checkbox"/> sent _____ <input type="checkbox"/> received _____	<input type="checkbox"/> sent _____ <input type="checkbox"/> received _____

\* Some of the listed documents may require notarization.