

# IRREVOCABLE REASSIGNMENT TO CINCINNATI EQUITABLE LIFE INSURANCE

THE UNDERSIGNED OPERATES A FUNERAL HOME AND IS ENTITLED TO RECEIVE THE BENEFITS OF POLICY(S) ISSUED OR REINSURED BY \_\_\_\_\_ (INSURANCE COMPANY) ON THE LIFE OF \_\_\_\_\_ (DECEDENT) AS A RESULT OF AN ASSIGNMENT OF LIFE INSURANCE PROCEEDS (ASSIGNMENT) BY THE BENEFICIARY(S) OF THE FOLLOWING POLICY NUMBER(S): \_\_\_\_\_.

IN THE AMOUNT OF \$ \_\_\_\_\_ (ASSIGNED AMOUNT) FOR PURPOSES OF PROVIDING GOODS AND SERVICES IN CONJUNCTION WITH THE DECEDENT'S FUNERAL. FOR VALUE RECEIVED, THE UNDERSIGNED DO HEREBY IRREVOCABLY ASSIGN, TRANSFER, CONVEY AND SET OVER UNTO THE **CINCINNATI EQUITABLE LIFE INSURANCE COMPANY**, ITS SUCCESSORS AND ASSIGNS, ALL OF OUR RIGHTS, TITLE, INTEREST AND CLAIM TO THE ABOVE POLICY(S), AND APPOINT THE **CINCINNATI EQUITABLE LIFE INSURANCE COMPANY**, AS OUR ATTORNEY-IN-FACT, HEREBY RATIFYING AND CONFIRMING ALL THAT OUR SAID ATTORNEY MAY DO OR CAUSE TO BE DONE BY VIRTUE HEREOF. THIS POWER OF ATTORNEY SHALL BE IRREVOCABLE, AND COUPLED WITH AN INTEREST. I ALSO DIRECT THAT PAYMENT BE MADE DIRECTLY AND SOLELY TO THE **CINCINNATI EQUITABLE LIFE INSURANCE COMPANY**. IN THE EVENT THAT ANY PAYMENTS OF PROCEEDS ARE MADE BY THE INSURANCE COMPANY, OR ITS AGENT, TO ME, ERRONEOUSLY, SUBSEQUENT TO THE EXECUTION OF THIS REASSIGNMENT TO THE **CINCINNATI EQUITABLE LIFE INSURANCE COMPANY**, THEN I AGREE TO IMMEDIATELY PAY THE PROCEEDS TO THE **CINCINNATI EQUITABLE LIFE INSURANCE COMPANY**. FAILURE TO REALIZE THE PROCEEDS ASSIGNED BY THE BENEFICIARIES IN THE FULL AMOUNT ASSIGNED FOR THE LIFE INSURANCE POLICY(S) SHALL NOT RELIEVE THE UNDERSIGNED TO PAY THE FULL AMOUNT, OR THE UNPAID BALANCE OF THE FULL AMOUNT. IN THE EVENT THAT FULL PAYMENT IS NOT RECEIVED BY THE **CINCINNATI EQUITABLE LIFE INSURANCE COMPANY** WITHIN 90 DAYS OF THIS REASSIGNMENT ("DUE DATE"), THEN THE UNDERSIGNED FUNERAL HOME, HEREBY UNCONDITIONALLY AND IRREVOCABLY, GUARANTEES TO FULLY AND PROMPTLY REIMBURSE THE **CINCINNATI EQUITABLE LIFE INSURANCE COMPANY** THE UNPAID AMOUNT OF THE REASSIGNED BENEFITS IMMEDIATELY UPON DEMAND AND WITHOUT RESORT BY THE **CINCINNATI EQUITABLE LIFE INSURANCE COMPANY** TO ANY PERSON OR PARTY. IF THE ASSIGNED AMOUNT IS NOT PAID IN FULL WITHIN 90 DAYS OF THIS ASSIGNMENT, THEN INTEREST SHALL BE DUE AND PAYABLE ON THE REMAINING PRINCIPAL BALANCE, CALCULATED RETROACTIVELY FROM THE DATE OF ENTERING THIS NOTE AT THE RATE OF 18% PER ANNUM, OR THE MAXIMUM RATE OF INTEREST PERMITTED BY LAW NOT EXCEEDING 18% PER ANNUM, UNTIL THE PRINCIPAL AMOUNT IS PAID IN FULL. THE FUNERAL HOME AGREES TO PAY ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY FEES AND LEGAL EXPENSES, PAID OR INCURRED BY THE **CINCINNATI EQUITABLE LIFE INSURANCE COMPANY** IN PROTECTING AND ENFORCING ITS RIGHTS UNDER ANY PROVISION OF THIS IRREVOCABLE REASSIGNMENT. ON BEHALF OF MYSELF/OURSELVES AND THE FUNERAL HOME, I/WE AGREE THAT CINCINNATI, OHIO, SHALL BE THE EXCLUSIVE JURISDICTION AND VENUE FOR LEGAL PROCEEDING HEREUNDER. IN THE EVENT ANY PROVISIONS OF THIS IRREVOCABLE ASSIGNMENT SHALL BE FOUND NULL, VOID, UNLAWFUL OR OTHERWISE UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED TO BE SEVERED FROM THIS IRREVOCABLE ASSIGNMENT AND THE REMAINDER SHALL BE ENFORCEABLE.

FUNERAL HOME \_\_\_\_\_ BY \_\_\_\_\_ AUTHORIZED SIGNATORY OF FUNERAL HOME

DATE \_\_\_\_\_

THE FOREGOING IRREVOCABLE REASSIGNMENT WAS EXECUTED BY \_\_\_\_\_, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED IDENTIFICATION.  
NAME OF AUTHORIZED SIGNATURE

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY STAMP OR SEAL

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