



Assignment of Life Insurance Policy

Owner No: _____

Owner/Policy Holder: _____ and _____
Life Insurance Policy Number: _____ in the amount of \$ _____ (the “Policy”)
Insurance Company: _____ (the “Company”)
Address: _____

WHEREAS the parties wish to reflect the assignment in favour of Libro Credit Union Limited (“Libro”) of the Policy, including any renewals and successor policies thereto, as continuing collateral security for all indebtedness of the Owner/Policy Holder with Libro from time to time;

Now this Assignment witnesseth that for valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, the parties below agree as follows:

- 1. The Policy is hereby assigned, transferred and set unto Libro, and all monies that may at any time become payable thereunder or in connection therewith (including any beneficiary payments, dividends, bonuses, additions, profits and other increments), and all money otherwise held or accumulated with or for the purpose of the Policy, with full and irrevocable power to recover and receive the same, and to exercise and take, at any time and from time to time the benefit of any option right to surrender or other privilege thereunder, and to make such settlements in respect thereof as to Libro shall deem best, and the Company is hereby directed to pay all such amounts accordingly.
- 2. The Owner/Policy Holder shall ensure that all premiums on the Policy remain current and cause the policy to be maintained in full force and effect until a written release is provided by Libro.
- 3. Libro may at any time without any further consent or approval from anyone exercise and take the benefit of any option given to the holder of the Policy either by the terms thereof or by the Company issuing same by any subsequent act, and give effectual receipts for the moneys or other securities payable thereunder, and it shall not be responsible for any loss occasioned thereby.
- 4. If evidence of the payment of any premium upon the Policy shall not be furnished to Libro not later than three days prior to the same becoming payable, it shall be lawful for Libro to surrender the Policy and accept the cash value thereof or to accept a paid-up policy in lieu thereof, and all powers of sale or surrender herein contained shall apply to such paid-up policy.
- 5. The parties confirm to Libro that the Policy is a good, valid and subsisting policy, and that it has not been forfeited, assigned or otherwise disposed of or rendered void or voidable, and that they have a good right and full power to assign the same, and that no assignment or other rights have been made or granted prior to this agreement, or will be granted hereafter.
- 6. The Owner/Policy Holder shall ensure the delivery from time to time of any other documentation as may be reasonably required to give effect to this assignment.
- 7. Libro shall not be responsible for any loss which may be occasioned by the exercise of any powers herein contained or for the negligence of any solicitor or agent employed by it.
- 8. Libro may, but shall not be bound to, pay any premium or premiums upon the Policy, but shall not be responsible for any loss occasioned by the non-payment of any premium, notwithstanding that it may have paid prior premiums.
- 9. All premiums paid by Libro shall be payable forthwith by the Owner/Policy Holder to Libro and shall bear interest at the current rate being charged on the loan at time of premium payment, and shall be a charge upon the Policy, and may at the option of Libro be charged to the Owner’s/Policy Holder’s account.
- 10. The Policy shall be held by Libro as a general and continuing collateral security for the payment of the present and future indebtedness and liability, direct or indirect, of the Owner/Policy Holder.
- 11. If the Owner/Policy Holder defaults in payment of any indebtedness and/or liability to Libro or any part thereof or commits any breach of, or fails to perform any obligation herein contained, Libro may, without any further notice to any of the parties hereto or any person or persons, sell and dispose of the Policy for such price as it deems fit, or may surrender the same and accept the surrender value thereof. The proceeds of the realization may be applied as and when Libro deems fit on account of such indebtedness or part thereof.
- 12. The parties hereby consent to all the provisions hereof, and expressly waives any right to redemption of the Policy, and consents that Libro may grant such indulgences and make such agreements, compositions and other arrangements with the Owner/Policy Holder or any other person with reference to the said indebtedness or liability as it may see fit, and that it may assign this Agreement or the Policy without any further consent of the parties hereto.

Executed at _____, Ontario.

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|------------------|-----------------------------------|---------------|
| _____ Witness | _____ Signature Name: _____ | _____ Date |
| _____ Witness | _____ Signature Name: _____ | _____ Date |

ACKNOWLEDGMENT

The Company hereby confirms receipt of the above irrevocable direction regarding the above Policy and agrees to be bound by the above direction until such time as Libro advises in writing otherwise. Written notice will be provided to Libro of any premium default prior to cancellation of the Policy.

Executed at _____, Ontario. Date: _____

I/We have authority to bind the Company.