

1st Edition



E-Book

Appendix

Insurance Suggestions & Resource Guide

**Vital Information for your Estate Planning Needs
providing Insight and Perspective**

**With
Downloadable
Forms**



Paul M. Paquette



**Preview the Appendix in advance
at www.Legal-POA.com**

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1st Edition

Appendix

Insurance Suggestions & Resource Guide

Vital Information for your Estate Planning Needs
providing Insight and Perspective

Paul M. Paquette



FIRST EDITION



2018

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1. Power of attorney--United States--Popular works. 2. Power of attorney--United States--Forms.
3. Estate Planning--United States--Popular works. 4. Estate planning--United States--Forms. I. Title II. Series

Summary: This appendix is a part of the Estate Planning Series offered by Paquette Publications. The appendix provides information regarding insurance (Life, Disability, Long-Term Care, and Final Expense).

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Insurance Suggestions & Resource Guide

Insurance Suggestions & Resource Guide

Suggestions for Insurance in General:

- The following is for the Principal/Agent convenience when shopping for insurance: Quicken InsWeb Market: www.insweb.com; QuickQuote: www.quickquote.com; Quotesmith: www.quotesmith.com; SelectQuote: www.selectquote.com; Insurance Quote Service: www.iquote.com; MasterQuote: www.masterquote.com; Term4Sale: www.term4sale.com; Insure: www.insure.com; Insurance: www.insurance.com; NetQuote: www.netquote.com; and Direct Insurance Service.
- Upon selecting an Insurance Provider, consider comparing the insurance to the following rating agencies: Weiss Ratings (Weiss Research): www.weissratings.com; A.M. Best (Best Insurance Reports): www.ambest.com; Moody's Investors Service: www.moody.com; Standard and Poor's: www.standardandpoors.com; and Duff & Phelps: www.duffandphelps.com. The Insurance Provider shall have a rating of "A" (or its equivalent) or above among all rating agencies. Furthermore, it must have maintained that rating history for (20) twenty years or more.
- Ask the Insurer if a direct-sales policy is possible; this way, the Principal/Agent eliminates the intermediary and thus lowers the insurance premiums while maintaining all the benefits. If the Principal/Agent has to pursue insurance coverage through an insurance representative, consider an Independent Representative (individual selling policies from multiple insurers).
- Insurance is primarily subject to state laws, and the laws are dynamic. If the Principal/Agent has any questions, seek the advice of a competent, licensed Insurance Representative or an Attorney specializing in insurance law.

Suggestions for Life Insurance:

- When determining the amount of life insurance coverage that the Principal (Insured) will need, consider the following: the primary purpose of life insurance is to provide a lump-sum payment that replaces the Insured income if a person dies unexpectedly or prematurely. The amount of insurance coverage needed is subjective and varies from individual to individual; remember the primary purpose of life insurance before deriving one's calculations.
- When selecting a life insurance policy, the Principal/Agent should buy **term life**. Why buy whole, universal, or variable when the Principal/Agent can invest the money and get a better return versus the payout by the life insurance company? **Please Note:** sometimes the mathematics or statistics works out that group (if eligible), single-premium, first-to-die, or whole life (**very rarely**) may be a better option.
- Insurance that has a "cash value" component (savings account) provides the following average rates of returns after all fees: (01) Whole Life Insurance **1.2%**, (02) Universal Life Insurance **4.2%**, and (03) Index Universal Life Insurance **7.2%**.
- Insurance that has an "investing" component provides the following average rates of returns after all fees: (01) Variable Universal Life Insurance **7%**, and (02) Variable Life Insurance **7.3%**.
- When the Principal (Insured) dies, the beneficiary will only get the policy's face amount, but the "cash value" goes to the Insurance Company, not the beneficiary. Furthermore, if the Principal (Insured) were to "borrow" the cash value, the Principal would have to pay either an interest/fee on the money. Since the Insurance Company is loaning the money back to the Principal (Insured), that was lent generously to the Insurance Company for safekeeping.
- Using the power of compound interest, consider investing in a High Growth Index Mutual Fund with a low expense ratio, preferably within a Roth IRA. The advantages are as follows: (01) The Principal (Insured) always maintains control. (02) The Principal (Insured) will achieve a greater rate of return on investment (8% to 12% after fees) over a long time horizon. (03) The Principal (Insured) will never surrender the "cash value" to the Insurance Company. (04) The beneficiary shall receive the investment if death occurs. (05) No interest/fee occurs if the Principal (Insured) needs to cash some or all of the investment early. "Never buy life insurance as an investment; the math [will] never [ever] work [in one's favor]." ~ Dave Ramsey
- The payment option for the term life insurance shall be as follows: "Lump Sum."
- Consider purchasing fixed premium fix terms "Level" Insurance; however, annual renewal policies shall be permissible – read carefully what the renewal rights are. Depending on the insured's age, if age forty (40) years or older, consider a policy that automatically renews without a medical examination (thus justifying the additional increase in premiums).
- The term life insurance length should probably be in five (05) to ten (10) year intervals if the Principal (Insured) is under the age of forty (40), if over the age of forty (40), then considers a twenty-year term policy.
- Consider a Layered Insurance Policy or a Decreasing Term Policy if the Principal (Insured) wants top-heavy insurance coverage at a younger age and lesser insurance coverage at an older age. This insurance coverage method dovetails very nicely with the Theory of Decreasing Responsibility.

Principal: _____

- Do not name the Principal's Estate as the beneficiary on the life insurance policy; by doing so, the life insurance proceeds will become taxable, delays will develop, and the possibility of a reduction in payout - due to debt and creditors. It is highly advantageous that the Principal names a competent adult beneficiary; if that is not an option, it is best to establish a trust and name it the beneficiary. If the Principal is married, the Principal can also name their spouse as the beneficiary; there will be no estate or federal tax on those proceeds.
- Highly advantageous that the Principal establishes a living trust as the beneficiary of the insurance policy if the insurance policy proceeds are for the benefit of a minor child; this will avoid court-appointed property guardianship, attorney's fees, court proceedings, and court supervision.
- The Principal can establish a method to impose adult management on the proceeds using a Child's Trust Arrangement or UTMA custodianship in the trust document.

Suggestions for Disability Insurance:

- If possible, buy disability insurance from the Principal's employer (usually cheaper); however, the benefits are taxable. If the Principal pays for disability insurance, the benefits are tax-free.
- Calculations for disability insurance coverage quotes are in dollars per month, which the Principal will receive if disabled. Thus, consider getting a policy that reflects the Principal monthly take-home pay; for example, the Principal makes roughly \$2,500 after monthly taxes; thus, seek a policy that provides \$2,500 in benefits.
- Disability coverage duration should be the Principal natural retirement age (usually 65 through 67) minus the Principal current age; if the Principal is financially secure, then the duration of coverage could be even less. Remember, the purpose of Disability Insurance is to replace income if the Principal cannot work.
- The deductible is the waiting period (Lag Time) from filing the claim due to disability to collecting the financial benefits. The longer the duration for Lag Time, the cheaper the insurance shall be; consider a waiting period of ninety (90) days to (06) six months if financially able.
- Ensure the Principal/Agent reads the fine print of the definition of disability and occupation. Some policies will only pay out if the Principal cannot perform a job, not necessarily the Principal's current occupation. If the Principal is in a high-income profession or specialized occupation, consider buying an Own-Occupation Disability Policy. These are more expensive but may be well worth the expense.
- Always get a Non-Cancelable, Guaranteed Renewable, Guaranteed Eligibility policy; this prevents policy cancellation due to poor health conditions. Otherwise, the Principal shall be required to take periodic physical exams, possibly resulting in losing insurance coverage when the Principal (Insured) needs it most.
- Consider Residual benefits (if the premium increase is minimal); this option pays a partial benefit if the Principal has a disability that prevents working full-time.
- Always get the Cost-of-Living-Adjustments (COLA); this maintains the purchasing power of the benefits by keeping up with inflation; a (04) four percent COLA is worth having.
- Avoid miscellaneous options such as future insurability, additional riders, small items, and other add-on features; these options usually are not worth the extra premiums and are unnecessary.
- **Statistical Facts:** (01) The average person is three times more likely to suffer a life-altering disability versus dying prematurely during their working years. (02) According to the Social Security Administration, approximately ninety (90) percent of disabling accidents and illnesses are not directly work-related.

Suggestions for Long-Term Care Insurance:

- Long-Term Care Insurance is most important if the Principal feels there may be a need for a home health aide or full-time nursing home care shortly.
- Long-Term Care Insurance is more important for couples with moderate income. Who have too much in the way of assets to qualify for Medicaid coverage but too little to cover nursing home(s), custodial care, and other expenses (which can easily exceed \$60,000 yearly).
- When applying for Medicaid, remember that qualified plans are usually exempt as an asset for Medicaid if they are in a "payout status." However, Medicaid views payments from a qualified plan as income; thus, Medicaid recipients must be careful of threshold limitations since anything above a certain amount will go to the Health Care Service Provider instead.
- Payout status can begin at 59.5 years of age; however, RMD (require minimum distributions) currently starts at 72 years of age (subject to change). State laws vary significantly regarding Medicaid; consult with a competent licensed Attorney specializing in Estate Planning or Elderly Law for any questions or concerns.

Principal: _____

Suggestion for Final Expense (Burial) Insurance:

- Final Expense/Burial Insurance is a rip-off that preys on people's fears. The better alternative is for the Principal to buy a Term-Life Insurance Policy if possible. Some policies do not require a health examination; however, the face amount is usually low (\$25,000 to \$50,000). Why buy Term-Life Insurance for funeral expenses? The final disposition service provider can place an assignment on the Life Insurance Policy policy, thus paying the Final Expense/Burial from the face amount of the death benefits.
- Other alternatives include establishing an emergency account and contributing at least \$5,000 (for Cremation) to \$15,000 (for a Traditional Funeral) into a Money Market Mutual Fund using a brokerage account.

Suggestions for Decreasing Reliance on Insurance:

- Have a credit card with an available credit balance from **\$1,000 to \$5,000** for very short-term liquidity. Use the fully funded emergency account to pay off the credit card balance within a month.
- Establish a fully-funded emergency account that covers at least six **(06)** to twelve **(12)** months of expenses, preferably in the following accounts: **(01)** High-Yield Interest-Bearing Bank Account with the highest APY possible. **(02)** Money-Market Fund or Tax-free Money-Market Fund (depending on the individual Tax Bracket) with the highest APY possible.
- By establishing a fully funded emergency account, the Principal (Insured) decreases or potentially eliminates the need for Final Expense and Short-Term Disability insurance.
- When establishing a Money-Market Fund or Tax-free Money-Market Fund, the Principal/Agent should utilize a passive management approach with ETF and Mutual Fund with a Low Expense Ratio. The top five **(05)** best brokerage and retirement accounts are BlackRock, Vanguard, Fidelity, iShare, and American Funds.
- The need for Term Life Insurance versus Retirement Savings is inversely related. The greater the amount of liquid assets available in a Retirement account, the lessor the need for Term Life Insurance and vice versa. Hence, the saying "Buy Term, and Invest the Rest."

Principal: _____

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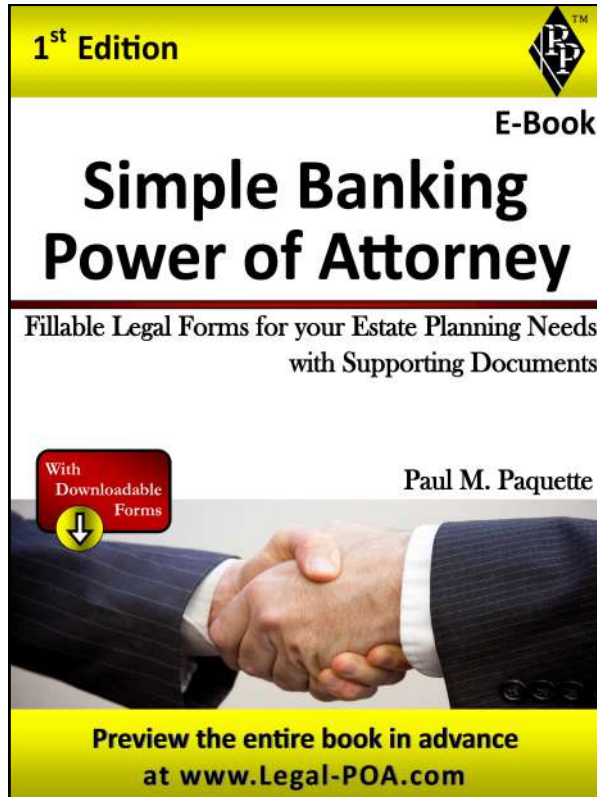
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2018



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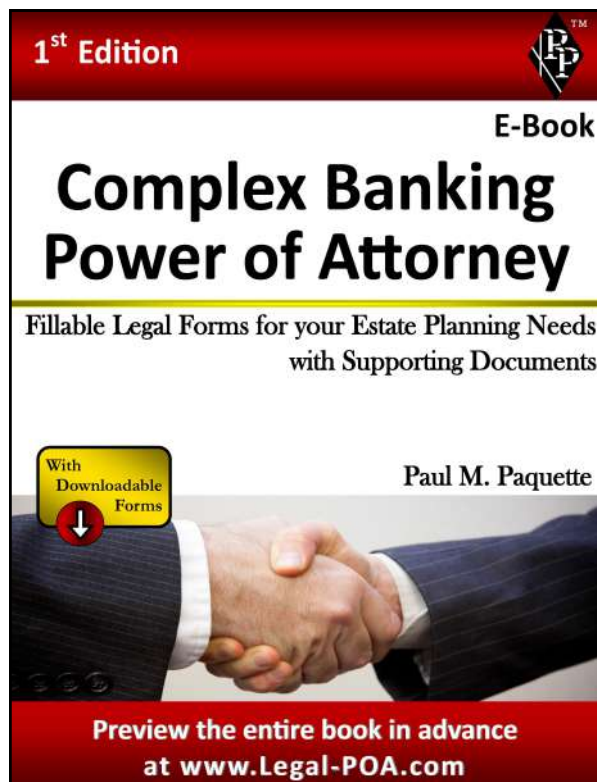
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- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Complex Banking Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle Banking activities and perform limited Financial Activities.

Key Details:

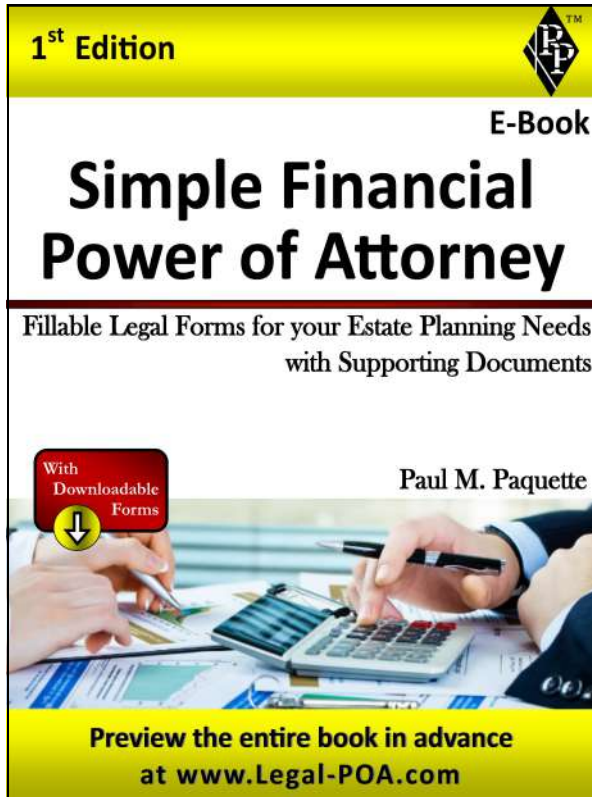
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- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

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- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

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Simple Financial Power of Attorney

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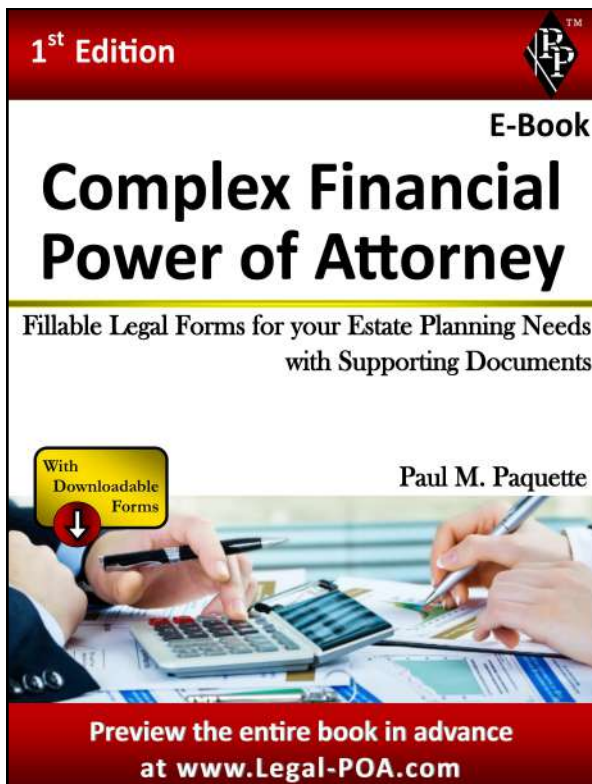
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- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

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Key Details:

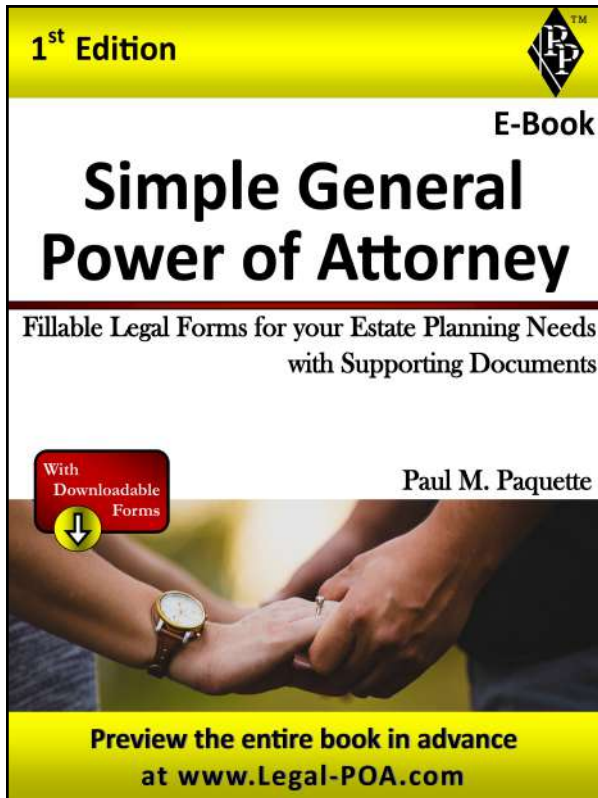
- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

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Simple General Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to have broad and sweeping powers regarding the Principal's property and affairs.

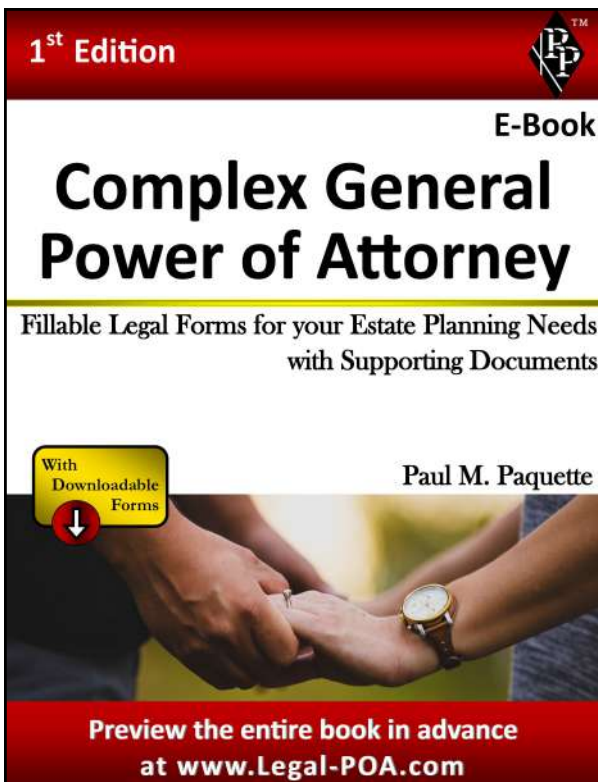
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- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

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Complex General Power of Attorney

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Key Details:

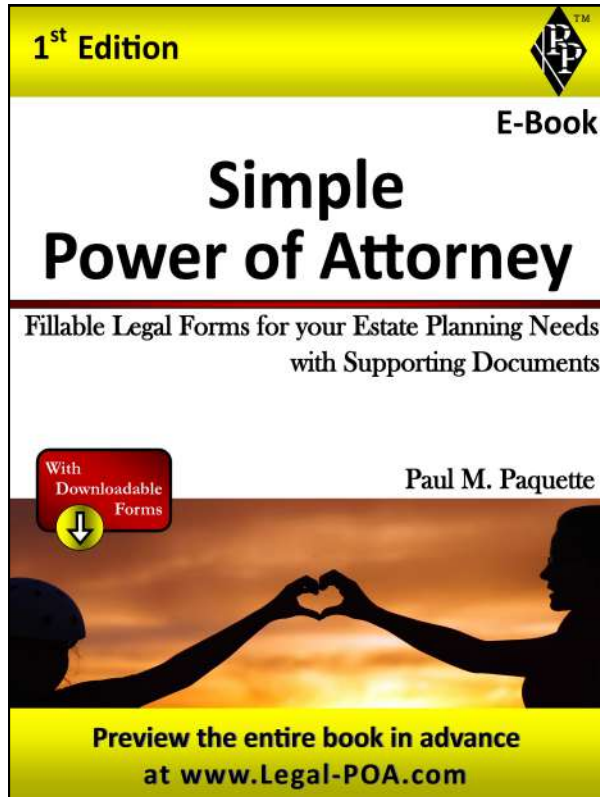
- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

Also Available



Simple Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with limited powers (written by the Principal) and abilities regarding the Principal's property and affairs.

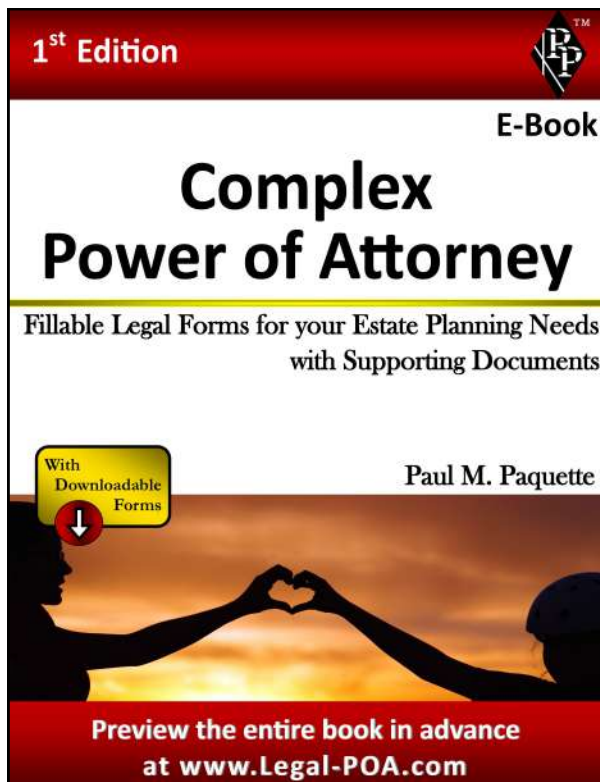
Key Details:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Complex Power of Attorney

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Key Details:

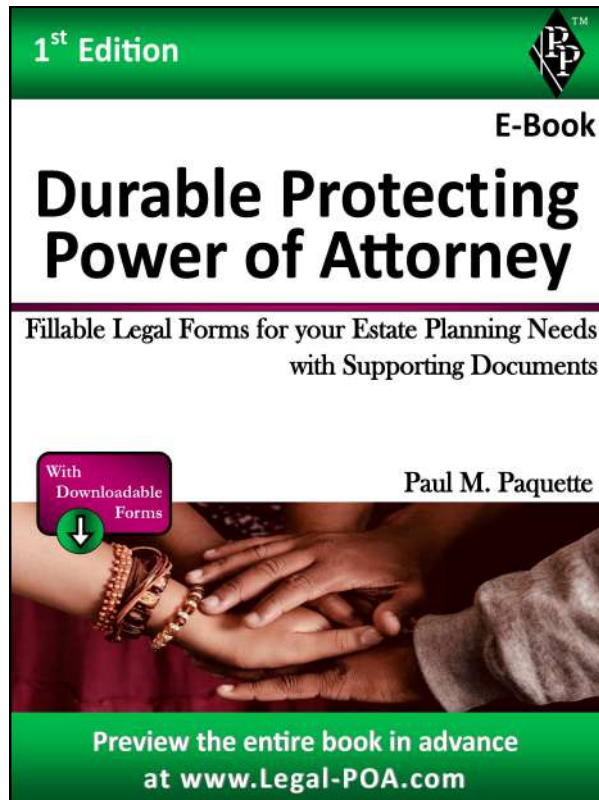
- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

Also Available



Durable Protecting Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with the power to act in an administrative capacity, intervene when the subservient Agent violates their fiduciary duties, and ensure transparency. Thus, the Agent serves as a "Protector" of the Principal's interest and property.

Key Details: Optional:

- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers
- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
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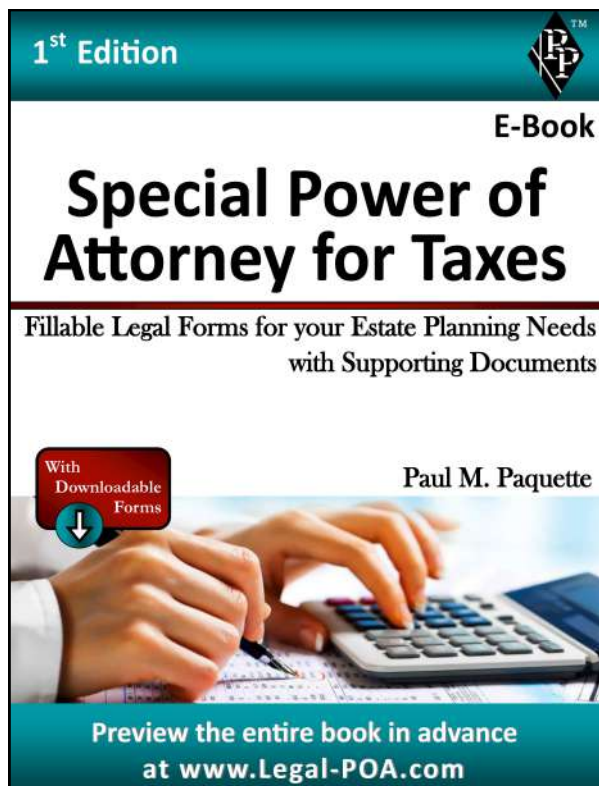
Special Power of Attorney for Taxes

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with the power and abilities to handle Taxation Matters.

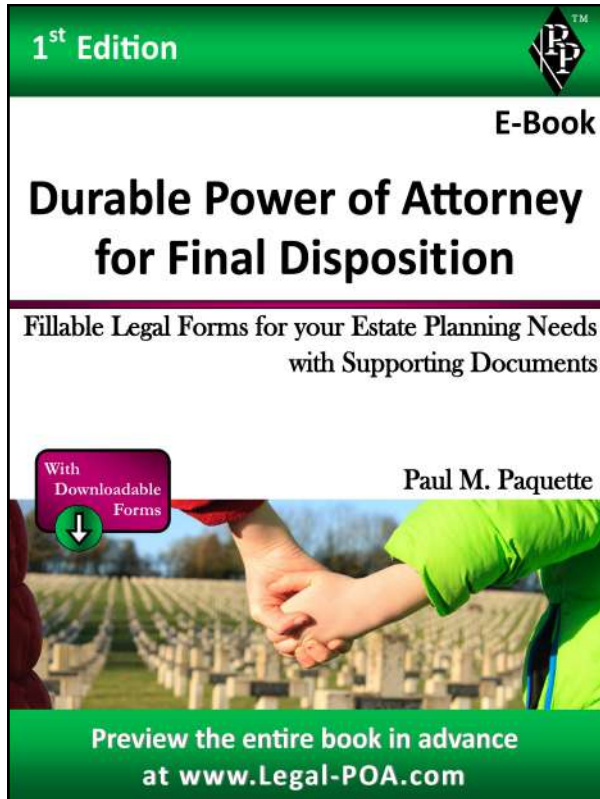
Key Details: Optional:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features
- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Also Available



Durable Power of Attorney for Final Disposition


is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle the Principal's last wishes and preferences regarding Final Disposition (Funeral & Burial).

Key Details: Optional:

- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers
- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
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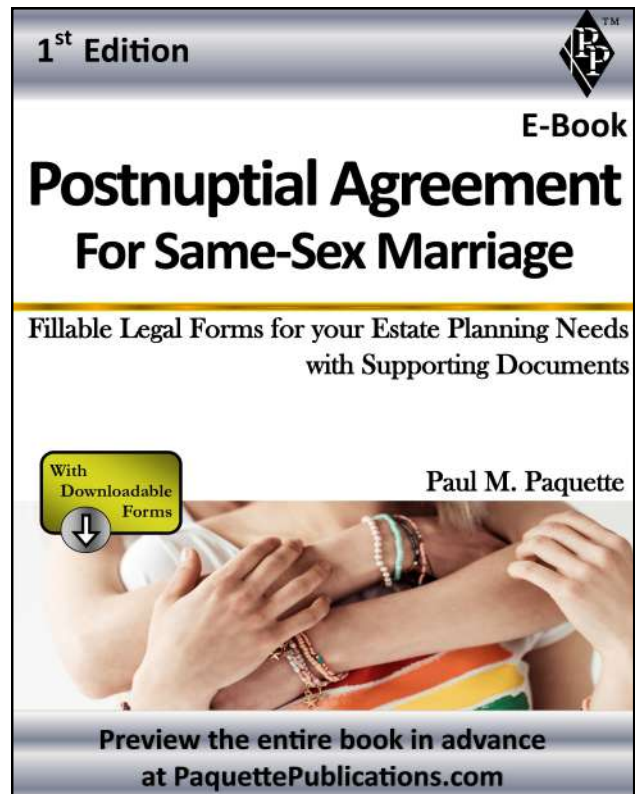
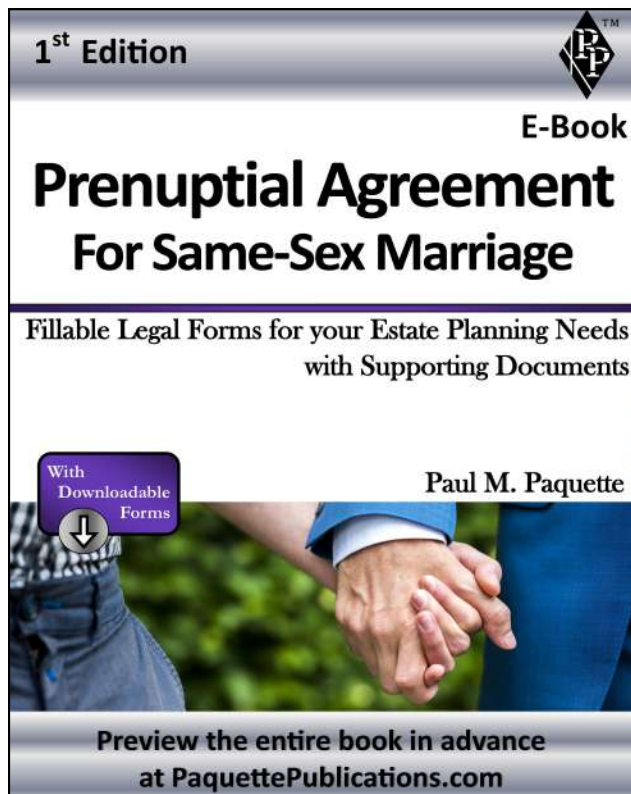
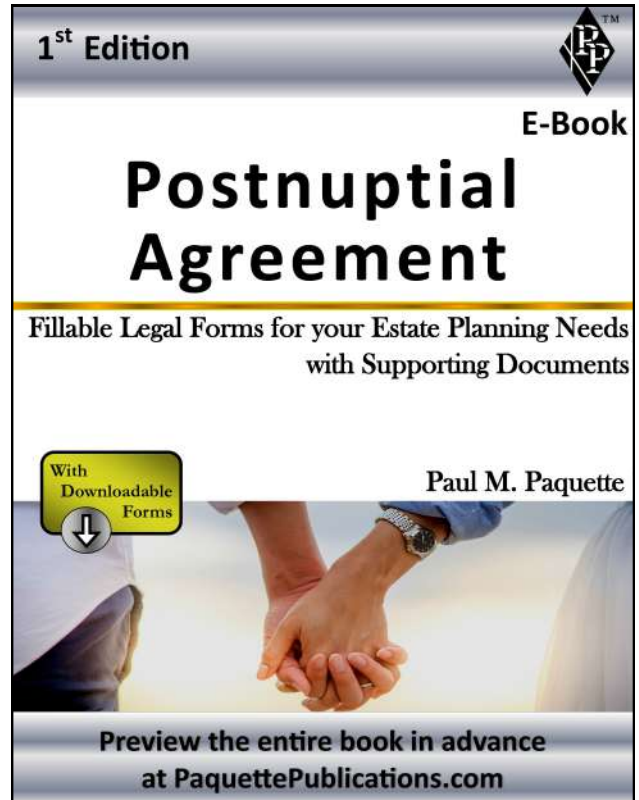
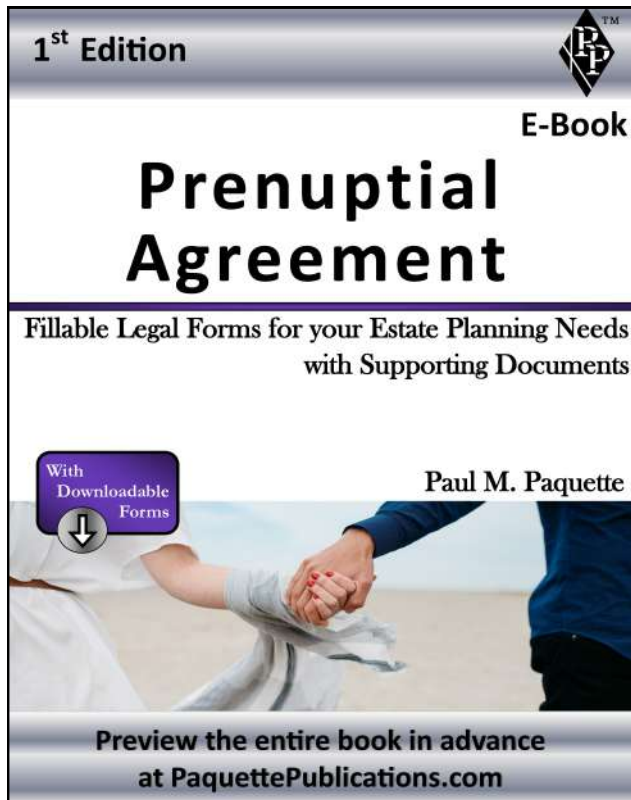
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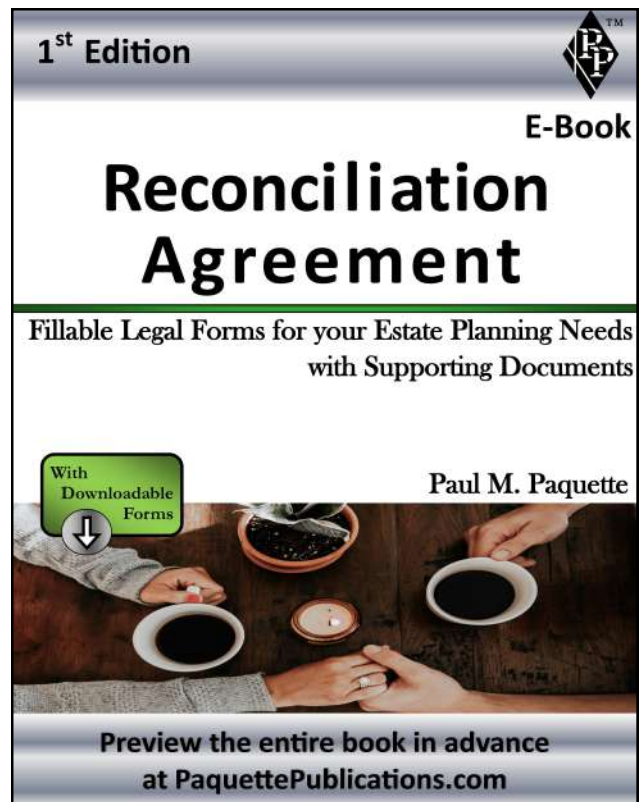
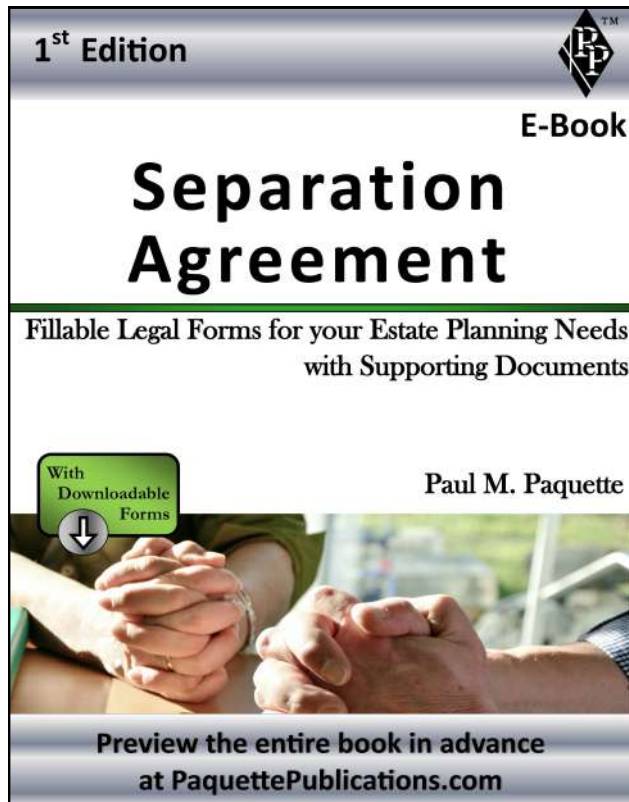
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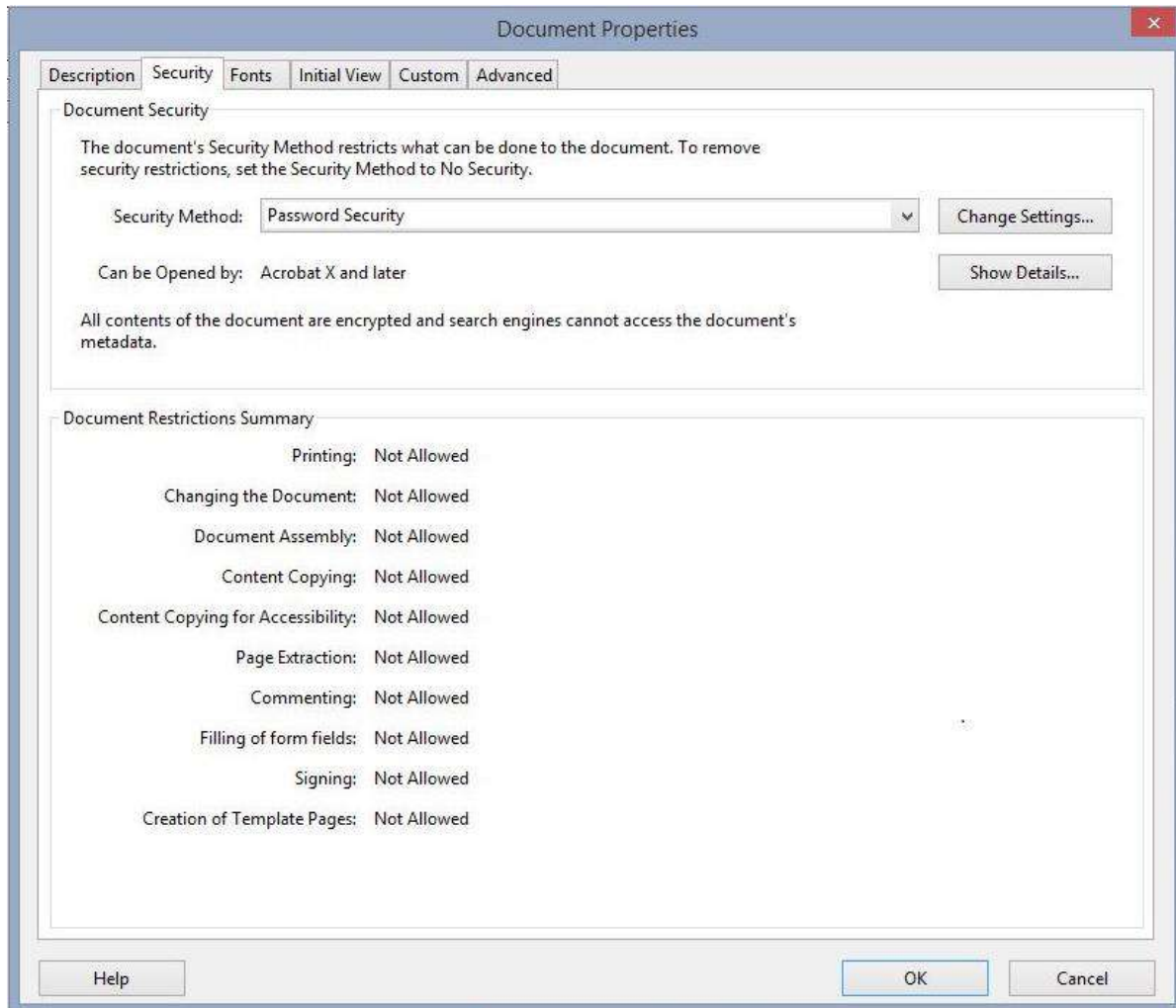
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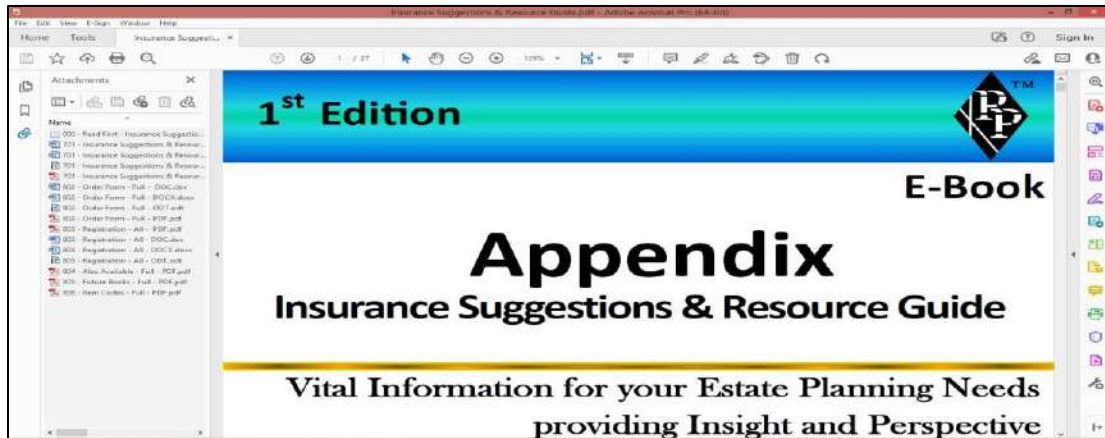
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