



**Assignment of Claim Change Request (Pre-Distribution)**

If a specific Proof of Claim (“POC”) has been reported to the court in a distribution petition, an assignment of that claim cannot be accepted. Any claim for Class 10 interest related to that specific POC in Classes 1 to 9 will be assigned its own unique POC. A Class 10 interest claim is assignable until a distribution regarding that Class 10 POC is filed with the court.

The Florida Department of Financial Services (the “Department”) as Receiver, Cantilo & Bennett, L.L.P., the Special Deputy Receiver (“SDR”), and any agent thereof, are referred to together herein as “the Receivership” of Weston Property and Casualty Insurance Company (“WPCIC”).

**Assignor’s information currently on file with the Receivership regarding the claim to be assigned:**

Company in Liquidation: WPCIC	Amount Recommended for Claimant:	
Proof of Claim Number (POC):	Class/Priority:	
Current Owner/Claimant Name:		
Address:		
City:	State:	Zip:

By submitting this form, you or your firm are requesting that the Receivership’s records for your claim be changed permanently to show that the person/entity entered below is the **Assignee** and new owner of the title, interest, and rights to your claim, including any future mailings and distributions if they occur.

New Owner (“Assignee”) Name:		
Address:		
City:	State:	Zip:
Telephone #:	E-mail:	

**With your signature, you acknowledge and agree to the following:**

1. It is your intent to sell your claim, the purchase price of the claim may differ from the amount ultimately distributed in the Receivership proceeding with respect to the claim, and such amount may not be absolutely determined until the conclusion of the Receivership proceeding. The Receivership has no role in setting the purchase price of the claim, and makes no representation as to its reasonableness or fairness.
2. The Receivership receives a copy of your assignment agreement, and other supporting documentation submitted with this form, for Receivership administration and informational purposes only. The Receivership expresses no opinion regarding assignment agreements generally, nor regarding any specific assignment agreement. The Receivership is not responsible for reviewing the terms of the assignment agreement, and the Receivership does not provide legal advice of any kind to claimants.
3. Information on the Receivership estate and the financial condition of WPCIC which is made publicly available online by the Receivership (i.e., at [www.myfloridacfo.com/division/receiver/companies](http://www.myfloridacfo.com/division/receiver/companies) or

[www.weston-ins-liquidation.com](http://www.weston-ins-liquidation.com)) is not provided as a representation or inducement, and reliance on such information is undertaken at you or your firm's sole risk.

4. You or your firm have reviewed the available information concerning the business and financial condition of the estate, the claim, and the status of the Receivership, and you or your firm have made an informed decision regarding the sale of the claim, and have independently made an analysis and decision to enter into the assignment without reliance on any representation of the Receivership.

5. This Assignment is not effective as to distributions from the Receivership until it is received and accepted by written communication from the Receivership to the Assignee.

6. Assignor understands that once the Assignment is effective, Assignor will no longer have any title, interest, or rights to the claim including future mailings and distributions if they occur.

7. Neither the Receiver, the SDR, nor any agent of the Receivership is a party to any assignment agreement or assignment/purchase agreement between Assignor and Assignee.

8. Neither the Receiver, the SDR, nor any agent of the Receivership shall have any obligation to assure that Assignee forwards any payment to Assignor.

9. Assignor's sole recourse for any failure of Assignee to satisfy any obligation that Assignee owes to Assignor related to this Assignment shall be against Assignee, and Assignor shall have no recourse against the Receiver, the SDR, or any agent of the Receivership.

10. Assignor represents that Assignor has not previously assigned, sold, or otherwise transferred to any person or entity the rights assigned to Assignee pursuant to this Assignment.

11. Assignor affirms that, in executing this Assignment, Assignor is not acting in reliance upon any representation or advice provided by the Receivership or anyone acting on the receivership's behalf.

12. If, prior to the Receivership's written communication to Assignee that this Assignment has been received and accepted, the Receivership distributes estate assets to Assignor, neither the Receiver, the SDR, nor any agent of the Receivership shall have any obligation to make any distribution to Assignee, nor any obligation to assure that Assignor forwards to Assignee any portion of the distribution that the Receivership made to the Assignor.

13. Assignor acknowledges that once this Assignment (including any necessary supporting documentation) is received and accepted by the Receivership (and such acceptance is communicated in writing to Assignee), any and all prior W-9s, proofs of successorship, and other paperwork that Assignor had submitted directly to the Receivership as a condition of receiving a distribution of estate assets shall be superseded by this Assignment, even if previously accepted and approved by the Receivership, unless this Assignment is timely and effectively revoked.

14. Assignor acknowledges that Assignor may only attempt to revoke this Assignment by a written communication sent to Patrick H. Cantilo, SDR of WPCIC at Cantilo & Bennett, L.L.P., 11401 Century Oaks Terrace, Suite 300, Austin Texas 78758. Provided however, that if, prior to receipt of such attempted revocation of this Assignment, the Receivership has already made a distribution payment to Assignee, this Assignment cannot and will not be revoked as to such payment, and Assignor shall have no recourse on account thereof against the Receiver, the SDR, or any agent of the Receivership.

I swear or affirm that I am the claimant referenced in the claimant name and address section of this form and/or am authorized to sign this form on the claimant's behalf. I further swear under penalty of law that all information contained on this form as well as all attachments are true and correct to the best of my knowledge.

\_\_\_\_\_  
Claimant (Assignor) Signature                      Date

\_\_\_\_\_  
Relationship to Claimant

\_\_\_\_\_  
Printed Name of Person Signing

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by means of  physical presence or  online notarization, by \_\_\_\_\_,  
and  who is personally known to me or  who has produced \_\_\_\_\_ as identification,  
and, after being sworn, subscribed to the foregoing.

[Notarial Seal/Stamp]

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Printed Name of Notary)

**Acknowledgment by Assignee**

Assignee, having received and read the foregoing Assignment of Claim Change Request bearing the Assignor's notarized signature on the Receivership promulgated form, affirms by the signature below of its authorized representative that by submitting it to the Receivership, Assignee understands and agrees, for purposes of the assignment from Assignor to Assignee, to be bound by the provisions, conditions, and disclosures stated therein.

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Name and Title of Assignee's Agent  
Signing Acknowledgement

\_\_\_\_\_  
Printed Name of Assignee

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by means of  physical presence or  online notarization, by \_\_\_\_\_,  
and  who is personally known to me or  who has produced \_\_\_\_\_ as identification,  
and, after being sworn, subscribed to the foregoing.

[Notarial Seal/Stamp]

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Printed Name of Notary)

## Assignment of Claim Change Request Form Instructions

1. **Assignment of Claim Change Request Form:** You may print or type the requested information on the form. No alterations can be made to the wording on this form and no part of the form can be obscured or redacted.
2. **Proof of Claim Number (POCN):** Each claim is assigned a unique POCN. It is very important that you use the POCN that is assigned to your claim. This number is reflected on all notices and correspondence sent by the Receivership. If you do not know what POCN is associated with your claim, please contact the SDR for assistance.
3. **Amount Recommended for Claimant:** This is the amount recommended by the Receivership regarding the value of a claim. This amount will be provided to a claimant on a Notice of Determination after the Receivership has completed its evaluation and made a recommendation to the receivership court. It is not a final recommended amount, and an assignment will not be processed, until after the associated objection filing deadline and the resolution of any filed objection.
4. **Class/Priority:** This is the statutory classification or priority recommended by the Receivership regarding a claim. This information will be provided to a claimant on a Notice of Determination after the Receivership has completed its evaluation and made a recommendation to the receivership court. It is not a final recommended classification, and an assignment will not be processed, until after the associated objection filing deadline and the resolution of any filed objection.
5. **Notarized Signature:** Please make sure that the form is signed and notarized before it is submitted. The submission of an unsigned and unnotarized form will not be accepted.
6. **Supporting Documentation:** In addition to a properly executed Assignment of Claim Change Request Form, supporting documentation as specified below must be submitted. The Receivership reserves the right to validate any change request received and request additional supporting information.
  - a. A properly executed and notarized claim assignment agreement entered into between the parties;
  - b. If the claimant whose information is on file with the Receivership is an individual, the change forms must be signed by the claimant or by someone with the authority to act on behalf of the claimant. Documentation confirming that the person is authorized to act on the claimant's behalf must be submitted.
  - c. If the claimant whose information is on file with the Receivership is not an individual, the change forms must be signed by an individual with the authority to sign on behalf of the claimant. Documentation confirming that the person is authorized to act on the claimant's behalf must be submitted.
  - d. If the claimant's current name and address differs from the claimant name and/or address on file with the Receivership, forms and information to document any necessary changes also must be submitted. Change of name and/or address instructions and forms are available on the Receivership's website at [www.weston-ins-liquidation.com](http://www.weston-ins-liquidation.com).
7. **Submission: You may submit your information in one of two ways:**
  - a. **Online Submission (preferred):** Submit your information electronically using the instructions available at: <https://weston-ins-liquidation.com/electronic-submissions/>
  - b. **Paper Submission:** You may mail your information to the address below, and it is strongly recommended that you use a form of mailing that allows for tracking and proof of delivery.

**Cantilo & Bennett, L.L.P.**  
**Attention: WPCIC SDR**  
**11401 Century Oaks Terrace, Suite 300**  
**Austin, Texas 78758**

8. **Contact Information:** For general inquiries regarding your claim, you may contact the SDR at (512) 478-6000 or (800) 579-6817.