

# Agent Contracting Kit

***Assurity***<sup>®</sup>

*Life Insurance Company*

Lincoln, Nebraska



**ASSURITY® LIFE INSURANCE COMPANY**  
1526 K Street, PO Box 82533, Lincoln, NE 68501-2533  
Toll Free (800)276-7619

**Assurity® Life Insurance Company  
Contracting Transmittal**

**Please include this form when submitting paperwork to Assurity**

**Date:** \_\_\_\_\_

**New Agent/Agency Name:** \_\_\_\_\_

**Rank:** \_\_\_\_\_

**Reports to:** \_\_\_\_\_



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## License Appointment Checklist

The procedure for licensing agents differs in each state. All states, however, are uniform in requiring that an agent be properly licensed **before** soliciting insurance sales. Assurity supports this position and requests your complete compliance with the licensing laws of your state(s). Please review the Appointment Guidelines for Business Received for more information.

**You must return all of the following items completed in full to the Contracting Dept. at Assurity. Information should be typed or printed legibly. Missing items will delay the contracting and appointment process.**

**Appointment Application**

When appointing an agency, you must include **both** the tax identification number and social security number on the Appointment Application.

**\*\* The e-mail address and other information provided is confidential and will be used for Assurity business purposes only. E-mail addresses are requested to facilitate communication between you and the company and/or its affiliates. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.**

**Authorization Agreement for Automatic Deposits**

**Authorization for the Release of Information**

**Non-Resident Appointment Fees**

Refer to the Non-Resident Appointment Information form for fee information. Fees for all states where you need a non-resident appointment must be included. Make your check payable to **Assurity Life Insurance Company**.

**Credit Card Authorization**

If you would like to charge your appointment fees to your credit card, complete and sign the Credit Card Authorization form and send in with other forms.

**W-9 Form**

All potential agents must complete and submit a W-9 form. If we are paying commissions to your agency, the W-9 must be completed with agency information and tax identification number.

**Agreement**

Sign, date and return the Agreement and Commission Schedule.

**Annualization Agreement**

If you would like to be annualized, complete the Annualization Advance Agreement form and return it with your other paperwork.

**Copies of Licenses**

Current copies of your resident and non-resident licenses for all states where you or your agency need to be appointed must be attached. If commissions are to be paid to your agency, send a current copy of the agency license along with the copy of your license.

**Producer Anti-Money Laundering Self-Certification (optional)**

**NOTE: In doing business with Assurity, you will need to access our extranet site to obtain your commission statements and production reports as Assurity does not mail any commissions or production reports. You will receive more information about this once you have become contracted and appointed with Assurity.**



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Phone: 866-276-7619

**Appointment Application**

**COMPLETION INSTRUCTIONS**

**Individual Applicants:** Complete sections I, III, IV, V & VI. Must sign and return applicable contracts.

**Corporations:** Complete sections I, II, III, IV, V & VI. All Corporate appointments require that appointment information be submitted on at least one officer concurrent with the Corporation. Must sign and return applicable contracts for agency and Solicitor contracts for officer.

**Solicitor Applicants:** Complete sections I, II, III, IV, V & VI. Must sign and return Solicitor contracts.

**PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS. DO NOT USE ABBREVIATIONS.**

**I. GENERAL INFORMATION**

Mr.  Mrs.  Ms.  Miss Name \_\_\_\_\_

Social Security # \_\_\_\_\_ Maiden or other name (If applicable) \_\_\_\_\_

Residence Address \_\_\_\_\_ Residence Phone ( \_\_\_\_\_ ) \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_ Business Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Business Address \_\_\_\_\_ Fax Number ( \_\_\_\_\_ ) \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_ Date of Birth \_\_\_\_\_

Email Address\* \_\_\_\_\_ Gender (Optional)  M  F

\*\* The e-mail address and other information provided is confidential and will be used for Assurity business purposes only. E-mail addresses are requested to facilitate communication between you and the company and/or its affiliates. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.

Primary mailing address to receive Company Information including Underwriting and Compensation correspondence

Business Address  Residence Address

**II. AGENCY INFORMATION**

Agency Name \_\_\_\_\_

Corporation  Partnership Tax I.D. # \_\_\_\_\_

List officers and their titles below:

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

**III. ASSIGNMENT OF COMMISSIONS (Select one option)**

Paid Direct: The commission check is made payable and sent to the agent.

Agency Direct/Solicitor: The commission check is made payable and sent to the Agency listed in Section II.

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

**IV. LICENSES**

**You must include current license copies for each state in which you are requesting an appointment. If you are requesting non-resident appointments, you must include the proper appointment fee(s).**

Current Resident License # \_\_\_\_\_ State(s) for Appointment \_\_\_\_\_

\*\*If requesting non-resident Florida appointment, list all counties where appointment is required \_\_\_\_\_



**V. ERRORS AND OMISSIONS COVERAGE**

All Assurity producers must maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible.

Do you have Errors and Omissions Coverage?  Yes  No

Please provide the carrier for your Errors and Omissions coverage, the policy number and the name of the insured. \_\_\_\_\_

**VI. QUALIFICATION QUESTIONS**

- 1) Have you lived in a different state or county than your present one within the last 5 years?  Yes  No  
If Yes, please list state/county \_\_\_\_\_
- 2) Have you ever been convicted for any offense or pleaded guilty to any misdemeanor or felony charges or have charges currently pending against you or a business with which you are connected? .....  Yes  No
- 3) Do you currently have a pending bankruptcy or have you ever filed for bankruptcy, been declared bankrupt or insolvent, had your salary garnished?.....  Yes  No
- 4) Are you at the present involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?.....  Yes  No
- 5) Have you ever had a bond denied, paid out or revoked? .....  Yes  No
- 6) Has any insurance company canceled any contract with you or appointment of you as a sales person for any reason other than non-production of business or at your own request? .....  Yes  No
- 7) Are you indebted to any Insurance Company/Agency/Manager (including debit balance)?  Yes  No
- 8) Have you ever had any complaints against your conduct that resulted in a return of premium to any insured? .....  Yes  No
- 9) Have you ever been fined, suspended, placed on probation, reprimanded, entered into a consent order by any insurance department, the SEC, or any other regulatory authority?  Yes  No
- 10) Have you ever had an insurance and/or securities license refused/suspended/revoked or currently restricted or under investigation by any insurance department, the SEC, or any other regulatory authority?.....  Yes  No
- 11) How many years have you been licensed as an insurance agent? \_\_\_\_\_
- 12) How many companies are you currently contracted with? \_\_\_\_\_

**\*You must attach details and dates for any questions answered Yes above.**

I hereby certify that the statements contained in this Appointment Application are true and correct to the best of my knowledge and belief. I understand that any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination if such false statement is discovered subsequently.

I understand and agree that:

- I can solicit business only in states where I am licensed and appointed with Assurity Life Insurance Company.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable to make a solicitation anywhere other than the resident state of the applicant.
- I will abide by all written rules and regulations (subject to change at any time) set forth by the Company.

**Agent's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

<b>THIS BOX MUST BE COMPLETED</b>	
WHO IS YOUR APPOINTING AGENT? _____	AGENT ID _____



**ASSURITY® LIFE INSURANCE COMPANY**

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**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS**

(1) I (we) hereby authorize the Company to initiate credit entries to my (our)  **checking**  **savings** account in the entity named below ("Depository Institution"), and I (we) authorize the Depository Institution to accept and to credit the amount of such entries to my (our) account. Such authorization does not allow the Company to debit entries to my (our) account.

(2) DEPOSITORY INSTITUTION: \_\_\_\_\_

(3) CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

(4) BANK ROUTING NO.: \_\_\_\_\_ ACCOUNT NO.: \_\_\_\_\_

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company a reasonable opportunity to act on it and in no event shall it be effective with respect to entries processed by the Company prior to receipt of notice of termination.

The undersigned hereby agree(s) that all entries initiated hereunder are to be governed in all respects by the Rules of the National Automated Clearing House Association and agree(s) to be bound thereby.

(5) AGENT'S NAME (please print): \_\_\_\_\_

(6) AGENT'S ID NO. (if known): \_\_\_\_\_

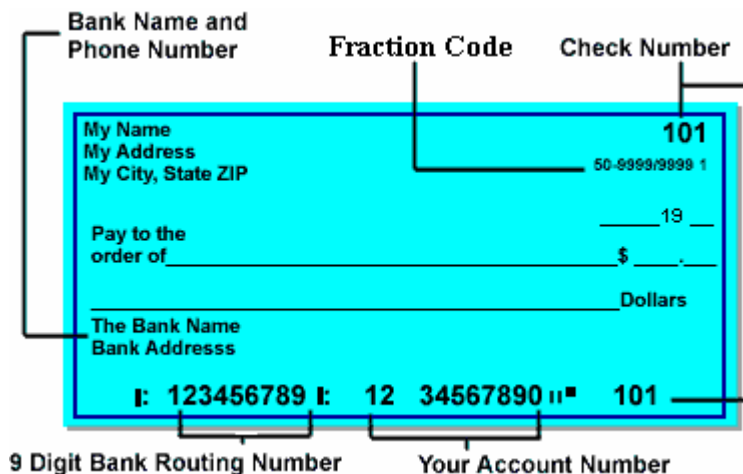
(7) DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_

**Notes for completing form:**

- (1) – Indicate if checking or savings account;
- (2) – through (5) – Complete all information;
- (6) – If new agent, leave blank; otherwise complete
- (7) – Date and sign.

Please fill out this form and mail to the address shown above, Attn: Contracting, or fax to 402-437-4640.

**Please confirm that your Routing number and Account number are correct.**



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**Disclosure and Authorization for Consumer Reports**

**DISCLOSURE**

In connection with your application for contract services with Assurity Life Insurance Company, a consumer report or an investigative consumer report will be requested during the application process and if contracted, during your contract term. It may contain information about your character, general reputation, personal characteristics, mode of living, qualifications and credentials. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others. I understand that, upon written request within a reasonable period of time, I am entitled to additional information concerning the nature and scope of this investigation. I understand that pursuant to the Fair Credit Reporting Act (FCRA), I have the right to know if adverse action is being considered against me as a result of information contained in this report, that I have the right to a copy of this report prior to any adverse action taken against me and to dispute the accuracy of any information in this report by contacting the consumer reporting agency. I understand that I may have additional rights under state law which I may determine by contacting my state or local consumer protection agency.

<b>Consumer Reporting Agency:</b>	<b>Business Information Group</b> PO Box 130 Southampton, PA 18966 (215) 396-9870
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Oklahoma, Minnesota, and California applicants may obtain a copy of this consumer report by checking this box. This report will be sent to California applicants within three (3) days of the employer receiving the report.

California applicants only: For consumer reports which were not obtained by a consumer reporting agency, by checking this box you waive the right to obtain a copy of the report. If unchecked, you will receive this report within 7 days of the employer receiving it.

California only: For reports obtained by Business Information Group, California applicants also may review the file Business Information Group maintains on you during normal business hours, upon submitting proper I.D. and by paying fees associated with making copies of those files. In the State of California, a new Disclosure and Authorization/Release of Information form is required each time a subsequent Consumer Report/Investigative Consumer Report is going to be requested. The nature and scope of the consumer report or investigative consume report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others.

**AUTHORIZATION / RELEASE OF INFORMATION**

I have carefully read and understand the above Disclosure. I hereby authorize the obtaining of driving records, consumer reports and investigative consumer reports at any time after receipt of this authorization. I authorize without reservation, any party or agency contact by Assurity Life Insurance Company, to furnish information about my character, reputation, personal characteristics, credentials, and/or credit and indebtedness. I understand this may involve obtaining driving records, personal interviews with sources such as schools, employers, supervisors, friends, neighbors, associates, state, federal or local agencies, and public record or law enforcement agencies. I further authorize ongoing procurement of these reports at any time during my continued employment or contract for services, unless specifically prohibited by state law. I also agree that a fax or photocopy of this authorization with my signature shall be accepted with the same authority as the original.

I further understand and authorize by signing below, that in accordance with the legitimate business practices of Assurity Life Insurance Company that copies of my application and consumer reports may be furnished to the affiliates, assignees or agents of Assurity Life Insurance Company.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
mm/dd/yyyy

**IDENTIFICATION INFORMATION FOR CONSUMER REPORTING AGENCY**

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_  
First / MI / Last (Please Print or Type) mm/dd/yyyy



**INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT**  
**California Civil Code Section 1786.22**

- (a) An Investigative Consumer Reporting Agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
  - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative Consumer Reporting Agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies
  - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify themselves with the information described above, may an Investigative Consumer Reporting Agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity
- (d) The Investigative Consumer Reporting Agency shall provide trained personnel to explain to the consumer any information furnished them pursuant to Section 1786.10.
- (e) The Investigative Consumer Reporting Agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of their choosing, who shall furnish reasonable identification. An Investigative Consumer Reporting Agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.





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## CREDIT CARD AUTHORIZATION

I authorize Assurity® Life Insurance Company to charge the credit card listed below in the amount of \_\_\_\_\_ for the contracting appointment fees for which I am applying today.

I ACKNOWLEDGE:

1. USE OF THE CREDIT CARD FOR PAYMENT IS OPTIONAL;
2. THIS AUTHORIZATION DOES NOT COVER THE CHARGING OF FUTURE FEES;
3. THIS CHARGE WILL BE INITIATED ONLY WHEN THE ACCOMPANYING APPLICATION(S) IS (ARE) ACCEPTED

Name on Card \_\_\_\_\_

Card/Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

Mastercard

Visa

Discover

★ Please Note: Debit cards may only be used to pay for contracting appointment fees if the card shows the Mastercard or Visa logo.



## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**ASSURITY® LIFE INSURANCE COMPANY  
ANNUALIZATION ADVANCE AGREEMENT**

This Annualization Advance Agreement is an addendum to the Agent Agreement between Assurity® Life Insurance Company ("Assurity") and the Agent named below ("you") (the "Agent Agreement").

I select the following option for payment of my advanced (annualized) commissions from Assurity Life Insurance Company.

**Check one:**

\_\_\_\_\_ Daily payment\*

\_\_\_\_\_ Semi-monthly payment (1<sup>st</sup> and 16<sup>th</sup> of each month)

It is understood and agreed as follows:

1. If you selected to receive daily advances, you must utilize direct deposit.\* If you elect to have your advanced commissions paid daily but do not utilize direct deposit, Assurity will continue to pay your advanced commissions on a semi-monthly basis.
2. The daily payment will not apply to any business written prior to the effective date or to any pending business currently in Assurity's Home Office.
3. While this Agreement remains in effect, Assurity will advance to you annualized first year base and non-base commissions on policy forms that are deemed in Assurity's sole discretion to be advanceable. This Agreement applies only to policies issued with a monthly premium mode.
4. Assurity will advance 50% of your annualized first year base and non-base commissions. The maximum amount of first year commission that will be annualized on any one policy is \$1500 per agent. The maximum amount of first year commission that will be annualized for you at any one time is \$25,000. If full annualization on a policy would cause your balance to exceed the \$25,000 cap, Assurity will not partially annualize commissions on that policy. One hundred percent (100%) of the earned commission on each of the policy's premiums will be applied to offset this debt, until it is paid in full. Thereafter, commissions will be payable as earned under and subject to the terms of your Agent Agreement.
5. An advance will be made when the policy is issued and the initial premium is received by Assurity. In the event of any rescission, lapsed, cancelled or surrendered policy, or death of the insured, any unearned portion of the advance will be deducted from the next advance(s) and any earned first year or renewal commission. For any subsequent reinstatement, commission will be paid as earned. If there is any debt remaining at month-end because of the rescission, lapsed, cancelled, or surrendered policy, or insured's death, Assurity may, at its discretion, require you to remit payment in full to clear such debt.
6. The outstanding balance of advances made to you shall be a debt that you owe to Assurity, and Assurity shall have a first lien against all monies that any division of Assurity may owe you from time to time to secure that debt, including any interest payable as provided below.
7. If this Agreement or your Agent Agreement is terminated for any reason, the debt you then owe Assurity under this Agreement shall become due and payable immediately, and you shall pay us interest at 6% per annum on any balance remaining unpaid thereafter. In addition to any other remedies Assurity may have, Assurity may retain any monies we owe you or that become owing to you, immediately and without notice or resort to judicial process.
8. In addition to any debt under this Agreement, including interest, you agree to pay Assurity all costs and reasonable fees (including attorneys fees) and costs of collection that Assurity incurs to effect payment of your debt, which will become part of that debt.
9. This Agreement may be terminated at any time with or without cause, by either party, by giving notice to the other in writing at the last known address. This Agreement will terminate automatically upon and at the same time as termination of your Agent Agreement.
10. If you are a partnership or corporation, each individual signing below on your behalf shall be jointly and severally liable for any debt hereunder and shall be subject to the lien provided above and enforcement of it on the same basis and to the same extent as you.
11. This is the entire agreement between you and Assurity as to advances of annualized first year base and non-base commissions, and it amends your Agent Agreement only as and to the extent stated. Assurity may, at its sole discretion, modify the terms of this Agreement at any time. Any change in this Agreement may be made only in writing signed by Assurity.
12. This Agreement is signed for Assurity at its Home Office in Lincoln, Nebraska and shall be subject to and construed under the laws of the State of Nebraska. All actions with respect hereto shall be brought in a court of competent jurisdiction in the State of Nebraska.
13. The provisions of paragraphs 6, 7, 8, and 10 will survive the termination of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Agent Printed Name

**APPOINTING AGENT AS GUARANTOR**

The Appointing Agent accepts responsibility as a Guarantor, and agrees to be jointly and severally liable for any debts, as that term is described in the above Agreement, of the agent signing the above Agreement. The Appointing Agent agrees that such a debt will be a first lien against any money owed by any division of Assurity to Appointing Agent.

By: \_\_\_\_\_  
Appointing Agent's Signature

\_\_\_\_\_  
Appointing Agent's Printed Name

**ASSURITY LIFE INSURANCE COMPANY**

This Agreement is effective for policy applications written on or after \_\_\_\_\_.

Date

By: \_\_\_\_\_  
Officer



**ASSURITY® LIFE INSURANCE COMPANY**  
**AGENT AGREEMENT**

Accepted:

\_\_\_\_\_  
By: Signature of Agent or Firm Principal

\_\_\_\_\_  
Print or Type Name and Title Here

**ASSURITY LIFE INSURANCE COMPANY**

This Agreement is effective \_\_\_\_\_.

Approved:

\_\_\_\_\_  
Company Officer

This Agreement is between the Agent who signed this Agreement (referred to as "you," "your," and/or "Agent" in this Agreement) and Assurity Life Insurance Company (we will be referred to as "Assurity," "our," "we," "us," and "the Company"). The provisions stated in all supplements, commission rules, and schedule of commissions are incorporated into and made a part of this Agreement. This Agreement shall become effective on the date shown above.

**1. AUTHORITY**

You are appointed to represent Assurity in the state(s) in which you maintain proper license and/or appointment and the Company is duly licensed. You hereby accept such appointment and agree to comply with this Agreement as well as all operating, financial and underwriting guidelines, rules and regulations of the Company and the laws and regulations of the state(s) in which you operate. You are authorized to act as an agent on behalf of Assurity for the purpose of developing and supervising the distribution of Assurity's insurance products. Specifically, you are authorized to: 1) recruit and recommend persons for appointment by Assurity, 2) train and supervise such agents in accordance with Assurity's business rules and the requirements of the state(s) in which they are licensed and in which they act as an agent for Assurity, and 3) solicit applications for the insurance policies written by Assurity and approved for marketing..

**2. RELATIONSHIP**

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee or employer between you and the Company.

You are free to exercise your own judgment in determining when, how and to whom you sell Assurity policies. You choose the time, place and manner of sale, but you are to conform to state law and regulation and our rules and instructions that are not inconsistent with the independent contractor relationship.

You also acknowledge that all agents in your hierarchy are independent contractors of Assurity and, at a subagent's election or for good cause, can be transferred by Assurity according to Assurity's transfer rules.

**3. DUTIES**

You are required to follow certain guidelines while exercising the authority granted under this Agreement. These guidelines include, but are not limited to, the following:

- a. For any applications solicited by you, you may also collect the first premium. You shall submit applications and first premiums immediately to Assurity.
- b. Service and help us keep in force the policies you sell for the Company.
- c. Segregate any monies you receive for us and hold them in trust until delivery. You shall not use such funds for any purpose.
- d. You shall notify Assurity immediately upon becoming aware of any felony convictions relating to you or any agent in your hierarchy.
- e. You shall comply with Assurity's policies and procedures concerning the replacement of life, health and annuity contracts. A replacement occurs whenever an existing policy or contract is terminated, converted, or otherwise changed in value. You shall recommend the replacement only when replacement is in the best interest of the customer. You shall fully disclose any and all relevant information to the customer regarding the financial impact to the customer of the replacement, whether a new contestability period and/or suicide clause will start under the new policy (if applicable), and whether the customer will have to resubmit to underwriting to purchase the new policy. You agree never to recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
- f. You agree to adhere to Assurity's rules concerning ethical market conduct which require you to:
  - i. carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g. sales brochures and policy proposals and/or illustrations) to determine that the insurance or annuity you are proposing meets these needs;
  - ii. maintain a current license and valid appointment in all states in which you promote the sale of Assurity products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the state insurance departments and Assurity;
  - iii. comply with Assurity's policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
  - iv. submit, prior to use, all advertising materials intended to promote the sale of Assurity products to us for approval;
  - v. immediately report to us any customer complaints, and assist us in resolving the complaint to the satisfaction of all parties; and
  - vi. communicate these standards to any agent in your hierarchy and request their agreement to be bound by these conditions as well.

**4. LIMITATIONS OF AUTHORITY**

You do not have authority to and you shall not:

- a. Interfere with any person's business relationship with the Company.
- b. Accept risks, incur debt or liability, or make contracts in our name or on our behalf.
- c. Promise reinstatement of any policy or coverage, or commit Assurity to any action regarding any claim.
- d. Waive, alter, modify or change any Company policy, terms, rates or customary requirements.
- e. Deliver policies except in accordance with our instructions.
- f. Start legal actions in our name.



- g. Extend credit to applicants or insureds, personally pay any applicant's or insured's premiums, or allow extra time to pay a premium.
- h. Collect any premium other than the initial premium unless we authorize it.
- i. Endorse checks or any negotiable instrument payable to or intended for the Company.
- j. Deliver any policy when you or your agents have knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to the securing of the application.

## 5. COMPENSATION

Your compensation shall be based on your personal production and the production of all agents assigned to you. You will receive payments as shown in the Commission Schedule ("Schedule"), as amended from time to time, for premiums received on policies issued by the Company for applications secured under this Agreement. Commissions will be paid according to the Commission Schedule that is in effect on the written date on the policy application. The Schedule states the required repayments of compensation for lapsed, terminated, or surrendered policies. We can change the Schedule, but any change will not affect business applied for prior to the effective date of the change. Payment of compensation will be made at such times and in any manner as we determine. You must access our web site to obtain commission statements and production reports. You must object to any transactions shown on EFT statements and compensation reports within 30 days of receiving them, or they will be deemed to be conclusive.

Your right to commissions shall be deemed fully vested, and except as specifically limited to herein, the renewal commissions shall be paid for the term and in the amount shown in the Schedule, so long as they exceed \$250 in a year, or you are receiving first year commissions. Vesting will cease if this Agreement is terminated for cause. If this Agreement terminates because you die, we will continue payments to your designated beneficiary. If no beneficiary is designated, we will pay your executor. Payments after your death will cease if the policyholder requests a new agent.

You authorize us to provide your production and earnings records to the Agent(s), if any, to whom you are assigned.

## 6. GENERAL PROVISIONS

- a. **Errors and Omissions Coverage.** For as long as this Agreement is in force, you shall maintain Errors and Omissions insurance with a carrier in amounts and with a deductible that we accept. You agree to provide evidence that such coverage is in force upon our request for such evidence.
- b. **Personal Liability.** You agree to indemnify us and hold us harmless from all losses and expenses we incur resulting from your acts or omissions other than those which we so authorize in writing.
- c. **Advertising.** You shall comply with our advertising rules. You shall not use, permit, or cause to be used, our name or any advertising regarding our products without obtaining our prior written consent.
- d. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- e. **Indebtedness.** Any amount you or your subagents owe us is a first lien on any compensation payable to you under this Agreement until the debt is fully paid. You agree that if at any time you have a debit balance with us, you are not due any compensation. Commissions will be credited to your account until such time as the debit balance has been cleared. Termination of this Agreement does not release you from continuing liability to us for immediate repayment of any debt including unearned first year commissions or bonuses. We have the right to charge interest at the maximum lawful rate on any outstanding debt.
- f. **Return of Premium.** If, for any reason, we refund premiums on which you received compensation, you agree to immediately repay us any compensation you received on that premium.
- g. **Waiver.** Failure of the Company to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- h. **Modification.** Any change to this Agreement must be in writing signed by an authorized officer of the Company.
- i. **Assurity Property.** You agree to return all of our property upon demand or at this Agreement's termination. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files and advertising and sales materials supplied by the Company and not owned by you.
- j. **Assignment.** You cannot assign this Agreement or compensation payable hereunder unless we agree in writing in advance.
- k. **Governing Law.** This Agreement is governed by and interpreted according to Nebraska law. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.
- l. **Entire Agreement.** This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and the Company, and is the entire Agreement between you and the Company. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance.

## 7. ANTI-MONEY LAUNDERING

You agree to comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, record-keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by the USA PATRIOT Act (the "Patriot Act"). These Acts include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement an anti-money laundering compliance program.

## 8. PRIVACY (REQUIREMENTS PURSUANT TO THE GRAMM-LEACH BLILEY ACT AND STATE PRIVACY LAWS)

You agree to protect any confidential information of the Company's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about the Company's customers or potential customers, regardless of whether it is personally identifiable or anonymous information. You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the Company's applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Your use or disclosure of Confidential Information shall comply at all times with federal and state privacy laws, rules and regulations.

## 9. TERMINATION

Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the last known address of the other party. If you reside in, or are licensed in, a state that requires advance notice, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. We may terminate this Agreement for cause if you commit any act that injures our business or reputation; fail to account for and remit promptly any monies collected by you for us; or withhold any policies, money or other property belonging or returnable to the Company.





As a producer for Assurity Life Insurance Company (*Assurity*), you greatly assist us in fulfilling our mission of helping people through difficult times. Because you are also a member of the insurance industry, you are in a unique position not only to serve your clients, but also to help prevent money laundering and the financing of terrorist activities.

Preventing money laundering and the financing of terrorist activities is the purpose of a recent federal anti-money laundering (*AML*) regulation requiring Assurity to create, implement and follow a comprehensive anti-money laundering program. Assurity's anti-money laundering program is available under the "reference" tab of the agent-only Web site (<https://info.assurity.com>). You are an important part of the program, as it imposes certain responsibilities and obligations on you when you solicit applications for individual cash value life insurance policies, annuities and reversionary annuity policies. In that role, you are often in a critical position of knowledge to obtain information about the customer, the customer's source of funds for the products you sell and the customer's reasons for purchasing such products.

For these and other reasons, Assurity's AML program requires actions by you on the following matters:

**INFORMATION GATHERING**

Assurity's AML program requires you to complete and submit a form pertaining to securing and furnishing all information relevant to applicants for an individual cash value life insurance policy, annuity or reversionary annuity. It is important that you supply full and complete information about the customer, the source of funds for payment of premiums and why the applicant is seeking the policy applied for.

Form 02-551-05051, which you will use to record this information, is attached for your review. It will also be posted on our producer Web site.

All applications for individual cash value life insurance policies, reversionary annuities and annuities **must be accompanied by this completed form.**

Assurity has been informed that in the future the U.S. Treasury Department will likely issue a final regulation adopting a "know your customer" rule. When it becomes effective, it is likely (*based on the contents of the proposed rule*) that Assurity will require you to:

**1.** Review one form of a current government-issued photo identification for each applicant, and **2.** record specified information about the identification you received. That information includes the kind of identification, the identification's unique number, the governmental entity that issued the identification and any expiration date found on the identification. Acceptable forms of identification are a state driver's license, passport and/or resident alien identification (*commonly known as a "green card"*). Assurity will revise this form to incorporate any additional requirements imposed by any "know your customer" regulation.

**COMMUNICATIONS**

**Notify us immediately** should you encounter instances where an applicant:

- Resists providing information;
- Appears to have provided false or misleading information; and/or
- Provides information that can't be verified.

Notification should be made to John Ragsdale at (800) 276-7619, ext. 4308.

Immediate notification is also required should any of the following factors come to your attention. This information will help us determine whether a suspicious activity report needs to be filed with the U.S. Treasury Department:

- the purchase of a product that appears to be inconsistent with a customer's needs;
- the purchase or funding of a product that appears to exceed a customer's known income or liquid net worth;
- any attempted unusual method of payment, particularly by cash or cash equivalents such as money orders or cashier's checks above any permitted amount set forth in the "Acceptable Methods of Payment" section of this document;
- payment of a large amount broken into small amounts;
- little or no concern by a customer for the values or benefits of an insurance product, but much concern about the early termination features of the product;
- the reluctance by a customer to provide identifying information, the provision of information that seems fictitious; and/or any other activity you think is suspicious.

Assurity will file any required suspicious activity report (*SAR*). However, you may find yourself in a position to know that a SAR has been filed.

**THE FACT THAT A SAR HAS BEEN FILED OR CONSIDERED IS STRICTLY CONFIDENTIAL, AND NOTHING ABOUT A SAR CAN BE DISCLOSED. UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE TO ANYONE THE FACT THAT A SAR HAS BEEN FILED OR CONSIDERED, NOR MAY YOU REVEAL THE CONTENTS OF A SAR TO ANYONE. VIOLATIONS MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES.**



## **ACCEPTABLE PAYMENT METHODS**

Assurity will accept the following methods of payments for initial and renewal premium and contributions for cash value life insurance, annuities or reversionary annuity products:

- Personal checks;
- Pre-authorized checks or drafts;
- Cashier's checks in amounts above \$10,000;
- Credit cards for initial and renewal premium and/or initial and renewal contributions;
- Money orders in amounts below \$200 per month per policy;
- Cash for renewal premiums or contributions where payment by cash has a historical basis;
- Cash for renewal premiums or contributions in the amount of \$1.00 as the initial premium on certain life insurance policies marketed by Assurity's Direct division;
- ACH and wire transfers for premiums or contributions where made by "worksites employers" and third-party administrators; and
- ACH and wire transfers for premiums or contributions where such a payment method has a historical basis.

Other forms of payment including producer personal checks, producer credit cards, cash, wire transfers, cashier's checks and money orders, except as noted above, will not be accepted.

You have the following responsibilities with respect to acceptable/unacceptable methods of payment:

- to communicate the restrictions on acceptable payment to applicants and customers in advance of accepting payment;
- to explain what forms of payment are acceptable and return the unacceptable payment immediately, if an applicant or customer gives you an unacceptable form of payment;
- to report difficulty dealing with an applicant or customer regarding the company's acceptable and unacceptable forms of payment to the person named in the "Communications" section of this document, and to obtain information with respect to forms of payment received by Assurity.

## **TRAINING**

You are required to receive periodic, on-going anti-money laundering training as a condition of submitting annuity, reversionary annuity and individual cash value policy applications. Any applications you submit for such policies will be processed, but no policies will be issued until we receive evidence—satisfactory to us—that you have completed the required training. Assurity's approved producer anti-money laundering course is sponsored by the Life Insurance Marketing and Research Association (*LIMRA*).

After you have submitted an application for a policy identified in the first paragraph of this section, a representative from our contracting department will contact you to verify that you have completed anti-money laundering training. If you have completed this training through LIMRA or another company, you will be asked to complete our Self-Certification form (08-550-00005) and fax it to our contracting department at (402) 437-4640. If you have not had any acceptable anti-money laundering training, we will submit your name to LIMRA. After a three-day grace period, LIMRA will provide us login and password information, which we will provide to you. This information will give you access to their Web site to complete LIMRA's training course. Once you have completed the course LIMRA will notify us, and we will continue with any required processing.





**Producer Anti-Money Laundering Self-Certification**

Please complete all three sections of this form, then print and sign before mailing or faxing the form back to Assurity Life Insurance Company.

**1. Agent Information**

Agent's Name \_\_\_\_\_ Agent No. \_\_\_\_\_

Address \_\_\_\_\_  
Street Address City State Zip+4

**2. Training Information**

Title of training program \_\_\_\_\_

Date training program was completed (MM/DD/YYYY) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Training was delivered by: (Check all that apply)

Insurance Company  
 \_\_\_\_\_  
Company Name City

\_\_\_\_\_  
Contact Name Phone No.

Broker Dealer  
 \_\_\_\_\_  
Company Name City

\_\_\_\_\_  
Contact Name Phone No.

Bank  
 \_\_\_\_\_  
Company Name City

\_\_\_\_\_  
Contact Name Phone No.

Vendor  
 \_\_\_\_\_  
Company Name City

\_\_\_\_\_  
Contact Name Phone No.

**3. Declaration**

I am a duly licensed insurance agent and affirm that I have completed the above-referenced training program, which to the best of my knowledge satisfies requirements imposed on insurance companies by regulations issued under the USA Patriot Act. I acknowledge that the insurance company to which this certification has been provided retains the right to review and approve the training program and its curriculum before accepting this certification.

I affirm: (i) that I have read and understand the Producer's Responsibilities under the Assurity Life Insurance Company Anti-Money Laundering Program, and  
 (ii) that I am knowledgeable about my obligations under the regulation.

\_\_\_\_\_  
Producer Signature \_\_\_\_\_  
Date (MM/DD/YYYY)

**Mail or facsimile this completed and signed form to the home office, to the attention of licensing and contracting.**







**ANTI-MONEY LAUNDERING PROGRAM REQUIRES THE AGENT TO COMPLETE THIS FORM, PROVIDING THE FOLLOWING INFORMATION:**

**Applicant/Owner Name** \_\_\_\_\_ **Social Security No.** \_\_\_\_\_ — —

**1. Source of Funds**

- Current Income
- Savings
- Another person (if so, identify) \_\_\_\_\_
- Proceeds of canceled life insurance policy
- From values of existing life insurance policy
- Other \_\_\_\_\_

**2. Intended purpose of applied for coverage**

- Burial/final expenses
- Retirement
- Mortgage pay-off
- Funding a charitable contribution
- Periodic Income
- Post-death family needs
- Educational expenses
- Business need (e.g. key-person life insurance)
- Other \_\_\_\_\_

**3. Applicant's background**

- Length of time known (in years) \_\_\_\_\_
- Nature of relationship \_\_\_\_\_
- Business relationship with applicant?  Yes  No If so, describe \_\_\_\_\_
- How known \_\_\_\_\_
- Applicant's occupation \_\_\_\_\_

**4. Any additional information you possess regarding the background of/your relationship with the applicant**

\_\_\_\_\_  
 \_\_\_\_\_

**5. Source of information**

Name \_\_\_\_\_

- Applicant
- Owner
- Payor
- Other (specify) \_\_\_\_\_

**I certify** all of the above information is true and correct to the extent of my knowledge and reflects the information provided to me by the applicant, except where information from me is required.

\_\_\_\_\_  
*Producer Signature*

\_\_\_\_\_  
*Producer No.*

\_\_\_\_\_  
*Producer Name*

\_\_\_\_\_  
*Date (MM/DD/YYYY)*

**Mail or fax this completed and signed form along with the application submitted to the home office.**

