



**Assurity**<sup>®</sup>  
*Life Insurance Company*

# Solicitor Contracting Kit

*We're all in.*



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 (*Form 04-015-05055*) for more information.

**You must return the following items completed in full to the contracting department at Assurity.** Information should be typed or printed legibly in ink. Assurity Life Insurance Company participates in a just-in-time process. Once your contracting paperwork is received, you will receive an agent number in 10 to 14 business days for use in accessing our agent website, AssureLINK and for writing policy applications (*processing times may vary*). Your contracting paperwork will not be reviewed until a policy application is received, unless you request an appointment in a pre-appointment state. When we review your paperwork, we will request any missing requirements. At that time, we will order background and vector checks. We may request an explanation of your background check results. **Missing items will delay the contracting and appointment process.**

**Appointment Application**

When assigning commissions to an agency, the tax identification number and Social Security number must **both** be included on the Appointment Application.

E-mail addresses 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.

**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. If your coverage is through your broker dealer, we require proof that Assurity products are included in the coverage.

**Disclosure and Authorization for Consumer Reports**

**Appointment Fees**

Assurity will pay the first-time resident appointment fee for an agent. Agents who have been terminated by Assurity and are applying for re-appointment must pay their resident appointment fee. Fees for business written in an agent's non-resident state are due when the business is submitted. Refer to the Non-Resident Appointment Information form for fee information. Make your check payable to Assurity Life Insurance Company.

**Solicitor Agreement**

Sign, date and return the Agreement.

**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.

**LIMRA Producer Anti-Money Laundering Training**

All agents writing an Assurity cash-value life insurance policy or an Assurity annuity are required to complete the LIMRA Anti-Money Laundering Training. This training is not required until one of these policy applications is received.

**NOTE:** In doing business with Assurity, you will need to access AssureLINK to obtain your production reports, as Assurity does not mail them. You will receive more information about this once you have become contracted and appointed with Assurity.





**Agents must be appointed before soliciting business in the following states:**

Pennsylvania

**Appointment must be completed within:**

**15 days after date policy application was written**

Louisiana Montana

**30 days after date policy application was written**

Kansas Virginia Washington

**14 days after date policy application was received**

California

**15 days after date policy application was received**

Alabama	<b>Kentucky</b>	Nevada	<b>South Dakota</b>
Arkansas	Maine	New Hampshire	Tennessee
Connecticut	Massachusetts*	New Jersey	Utah
Delaware	Michigan	New Mexico	Vermont
Georgia	Minnesota	North Carolina	West Virginia
Hawaii	Mississippi	Oklahoma	Wisconsin
Idaho	Nebraska	South Carolina	Wyoming

**30 days after date policy application was received**

Alaska	Illinois	Missouri	Rhode Island
Arizona	Indiana	North Dakota	Texas
Colorado	Iowa	Ohio	
DC	Maryland	Oregon	

**45 days after date policy application was received**

Florida

**Bolded states must be held in a pending status—no commissions can be paid until we receive confirmation.**

**Note:** Prior to soliciting an Annuity application, agents must successfully complete continuing education according to state requirements.

Consistent with our long-standing compliance philosophy, if an application is submitted contrary to any state’s appointment requirements, the application cannot be accepted.

In these situations, we send the proposed policyowner a letter, including any refund due, explaining why we are unable to accept the application, and the application is returned to the agent. Adherence to ethical standards and procedures promotes our overall goal of instilling public confidence in Assurity and our industry.





This table shows requirements for appointment of an agent and an agency. **If paperwork is for the agent only, all licenses must be submitted** for appointment(s) in each state they will solicit business in. If you have any questions, please contact the contracting and appointment department.

STATE	WHO MUST BE APPOINTED		SEND IN A LICENSE COPY	
	AGENT	AGENCY	AGENT	AGENCY
AL	X	X	X	X
AK	Non-appointment state		X	X
AZ	Non-appointment state		X	X
AR	X	X	X	X
CA		X	X	X
CO	Non-appointment state		X	X
CT	X	X	X	X
DE	X		X	X
DC	X	X	X	X
FL	X		X	X
GA	X		X	X
HI	X	X	X	X
ID		X	X	X
IL	Non-appointment state		X	If licensed
IN	Non-appointment state		X	X
IA	X		X	
KS	X		X	X
KY		X	X	X
LA		X	X	X
ME	X	X	X	X
MD	Non-appointment state		X	X
MA	X		X	X
MI	X	X	X	X
MN	X		X	X
MS	X		X	X
MO	Non-appointment state		X	X
MT		X	X	X
NE	X		X	X
NV	X	X	X	X
NH	X	X	X	X
NJ		X	X	X
NM	X		X	X
NY	Not available			
NC	X		X	X
ND	X	X	X	X
OH	X	X	X	X
OK	X	X	X	X
OR	Non-appointment state		X	X
PA	X	X	X	X
RI	Non-appointment state		X	X
SC	X		X	X
SD	X	X	X	X
TN	X		X	
TX		X	X	X
UT		X	X	X
VT	X		X	
VA	X	X	X	X
WA		X	X	X
WV	X		X	X
WI	X		X	If licensed
WY		X	X	X





This table shows requirements for appointment of an agent and an agency. If paperwork is for the agent only, all licenses must be submitted for appointment(s) in each state they will solicit business in. If you have any questions, please contact the contracting and appointment department.

STATE	WHO MUST BE APPOINTED		WHO PAYS A FEE		FEE AMOUNT		SEND IN A LICENSE COPY	
	AGENT	AGENCY	AGENT	AGENCY	AGENT	AGENCY	AGENT	AGENCY
AL	X	X	X	X	30.00	30.00	X	X
AK	Non-appointment state						X	X
AZ	Non-appointment state						X	X
AR	X	X					X	X
CA		X		X	22.00	22.00	X	X
CO	Non-appointment state						X	X
CT	X	X	X	X	20.00	20.00	X	X
DE	X		X		25.00		X	X
DC	X	X	X	X	25.00	25.00	X	X
FL	X		X		60 + 6/county		X	X
GA	X		X		10.00		X	X
HI	X	X					X	X
ID		X					X	X
IL	Non-appointment state						X	If licensed
IN	Non-appointment state						X	X
IA	X		X		8.00		X	
KS	X		X		5.00		X	X
KY		X	X	X	50.00	120.00	X	X
LA		X		X	20.00	20.00	X	X
ME	X	X	X	X	70.00	70.00	X	X
MD	Non-appointment state						X	X
MA	X		X		75.00		X	X
MI	X	X	X	X	5.00	5.00	X	X
MN	X		X		10.00		X	X
MS	X		X		25.00		X	X
MO	Non-appointment state		X				X	X
MT		X		X			X	X
NE	X		X		8.00		X	X
NV	X	X	X	X	15.00	15.00	X	X
NH	X	X	X	X	25.00	25.00	X	X
NJ		X			25.00	25.00	X	X
NM	X		X		20.00		X	X
NY	Not available							
NC	X		X		20.00		X	X
ND	X	X	X	X	10.00	10.00	X	X
OH	X	X	X	X	20.00	20.00	X	X
OK	X	X	X	X	55.00	55.00	X	X
OR	Non-appointment state			X			X	X
PA	X	X	X	X	15.00	15.00	X	X
RI	Non-appointment state						X	X
SC	X						X	X
SD	X	X	X	X	20.00	20.00	X	X
TN	X		X		15.00		X	
TX		X	X	X	10.00	10.00	X	X
UT		X		X			X	X
VT	X		X		60.00		X	
VA	X	X	X	X	12.00	12.00	X	X
WA		X		X	20.00	20.00	X	X
WV	X		X		25.00		X	X
WI	X		X		50.00		X	If licensed
WY		X		X	15.00	15.00	X	X





Assurity Life Insurance Company participates in a just-in-time process. Once your contracting paperwork is received, you will receive an agent number in 10 to 14 business days for use in accessing our agent website, AssureLink and for writing policy applications (*processing time may vary*). Your contracting paperwork will not be reviewed until a policy application is received, unless you request an appointment in a pre-appointment state. When we review your paperwork, we will request any missing requirements. At that time, we will order a background check and a vector check. We may request an explanation of your background check results.

**Individual and Corporate Applicants:** Complete sections I, II, IV, V, VI and VII. Applicable contracts for both individuals and agencies must be signed and returned. All Corporate appointments require that appointment information be submitted for at least one officer concurrent with information regarding the corporation.

**PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS, DO NOT USE ABBREVIATIONS.** Missing information may slow processing your application.

**I. GENERAL INFORMATION**

<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	<b>Legal Name</b> <small>First, Middle, Last</small>	<b>Maiden or other name</b> <small>(if applicable)</small>
<input type="checkbox"/> Ms.	<input type="checkbox"/> Miss		
<b>Social Security No.</b>		<b>Gender (optional)</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	<b>Date of Birth</b> <small>(MM/DD/YYYY)</small> / /
<b>Mailing Address</b> <small>Street Address</small>		<small>Suite/P.O. Box No. (if applicable)</small>	<small>City State ZIP+4</small>
<b>Business Address</b> <small>Street Address (physical address required)</small>		<small>Suite No. (if applicable)</small>	<small>City State ZIP+4</small>
<b>Residential Address</b> <small>Street Address (physical address required)</small>		<small>Apt. No. (if applicable)</small>	<small>City State ZIP+4</small>
<b>Personal Phone No.</b> ( ) ( ) ( )		<b>Business Phone No.</b> ( ) ( ) ( )	<b>Fax No.</b> ( ) ( ) ( )
<b>E-mail</b> <small>E-mail addresses will remain confidential and are required to facilitate communication between you and the company. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.</small>			

**II. AGENCY INFORMATION**

All states require licensing of agencies receiving writing commissions on business written by subagents. KY, NM, UT and VA require licensing for override commissions.

<b>Agency Name</b>	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
More than one location? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Tax Identification No.</b>
<b>List officers below:</b> <small>(if more space is needed, attach additional page)</small>	
<small>Officer Name (First, Middle, Last)</small>	<small>Title</small>
<small>Social Security No.</small>	

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

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

For value received, I irrevocably assign my commissions to the Agency/Agent listed in Section II. I understand that this assignment may be terminated only by written agreement of the Agency/Agent to whom I assign these commissions.

/ /  
Date (MM/DD/YYYY)

\_\_\_\_\_  
*Signature of Agent*

**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).**

<b>Current Resident License No.</b>	<b>State(s) for Appointment</b> <small>(abbreviations acceptable)</small>
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For 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. If your E & O coverage is maintained through your broker dealer, we require proof that Assurity products are included in the coverage. Please include a copy of the declaration page.

Do you have Errors and Omissions Coverage?  Yes  No

Are you applying for Calsurance Errors and Omissions Coverage through Assurity?  Yes  No If NO, please provide the information below.

<b>Carrier of E &amp; O Coverage</b>	<b>Name of Insured</b>	<b>Policy No.</b>



**VI. QUALIFICATION QUESTIONS**

Details (including dates) must be attached for any questions answered YES below.

- 1. During the past 5 years, have you lived in a different state or county than your present one? .....  Yes  No  
If Yes, please list state/county \_\_\_\_\_
- 2. Have you ever been convicted for any offense or entered a plea of "guilty" or "no contest" to any misdemeanor or felony charges, or are 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 or had your salary garnished? .....  Yes  No
- 4. Are you presently 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 ever canceled your contract or appointment 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  
If Yes, please list company(ies) and amount(s) owed \_\_\_\_\_
- 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 or entered into a consent order with any insurance department, the Securities and Exchange Commission (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? \_\_\_\_\_

**VII. LIMRA ANTI-MONEY LAUNDERING TRAINING (only required for agents selling Assurity's cash value products)**

All Assurity Producers writing cash value products must complete the LIMRA Anti-Money Laundering Training course. Please complete the section below if you have already taken the LIMRA training and we will verify the information with LIMRA after a policy application is received. If you have not completed the LIMRA Anti-Money Laundering Training, we will sponsor your training after a cash value policy is submitted.

Date LIMRA Training Program was completed \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (MM/DD/YYYY)

**VIII. AGREEMENT**

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 am a duly licensed insurance agent.
- 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 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 Assurity Life Insurance Company.
- No changes will be made to my hierarchy for a minimum of six months from the first contract date. If I wish to change my hierarchy from my current up-line agent to another up-line agent, I will need to a. have a written release from my current up-line agent; or b. have not submitted an application for six months. In addition, a written request to change hierarchies is necessary and in most cases, new paperwork will be needed.

SIGN HERE
\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Signature of Agent
Date (MM/DD/YYYY)

**AGENT COMMISSION LEVEL AND RECRUITER INFORMATION (to be filled out by recruiting agent)**

This information must be filled out before an agent number will be assigned.

Agent Commission Level	Commission Schedule Form No.
Recruiting Agent Name	Recruiting Agent No.





**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.

Consumer Reporting Agency: Business Information Group  
 P.O. Box 130  
 Southampton, PA 18966  
 (215) 396-9670

- 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 that 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 seven (7) days of the employer receiving it.

California applicants 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 identification 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 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. See Page 2 for further information.

**IDENTIFICATION INFORMATION FOR CONSUMER REPORTING AGENCY (PLEASE PRINT)**

	<i>First</i>	<i>Middle</i>	<i>Last</i>
Legal Name			
Date of Birth	<i>MM/DD/YYYY</i> / /	Social Security Number	

**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.

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

\_\_\_\_\_  
 Signature of Agent (Full Legal Name)





**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.





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 are incorporated into and made a part of this Agreement. This Agreement shall become effective on the date shown on page 2.

### 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 soliciting 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 consistent with the independent contractor relationship.

### 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; and
  - v. Immediately report to us any customer complaints, and assist us in resolving the complaint to the satisfaction of all parties.

### 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

You will receive no compensation from us for your solicitation of policies under this Agreement. Your compensation, if any, shall be due from the Agent(s) to whom you are reporting. We are not a party to any agreement between you and any such Agent(s) and we will not be responsible to you for any payments whatsoever, nor will we intervene or assist in any way in any payment disputes between you and the Agent(s) to whom you are reporting.



**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, Assurity's 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. **Waiver.** Failure of the Company to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- f. **Modification.** Any change to this Agreement must be in writing signed by an authorized officer of the Company.
- g. **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.
- h. **Assignment.** You cannot assign this Agreement unless we agree in writing in advance.
- i. **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.
- j. **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.
- k. **Production Reports.** You authorize us to provide production reports to the Agent(s), if any, to whom you are assigned.

**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 other party's last known address. If the state that you reside in, or are licensed in, 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.

**IN WITNESS WHEREOF, Assurity and the Agent mutually agree this Agreement is effective as of the approval date designated below by Assurity.**

**ASSURITY LIFE INSURANCE COMPANY**

**AGENT OR FIRM PRINCIPAL**

By: \_\_\_\_\_  
*Signature of Company Officer*

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

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Printed Name and Title*

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

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





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 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 for review under "Contracting Kits" on the agent-only Web site (<https://assurelink.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 (*Customer Identification Information*) is used to record this information. You will find it on our producer Web site under "Contracting Kits" (<https://assurelink.assurity.com>).

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

### **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 Amanda Dutton at (800) 276-7619, Ext. 4353.

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 below \$200 per month, per policy, or in amounts above \$10,000;
- Money orders in amounts below \$200 per month, per policy;
- Cash for renewal premiums or contributions where payment by cash has a historical basis;
- ACH and wire transfers for premiums or contributions when made by "worksite 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 Life Insurance Marketing and Research Association (*LIMRA*) training. Assurity's approved producer anti-money laundering course is sponsored by 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 through LIMRA. 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.

