



REQUISITION FOR AGENT APPOINTMENT

Check Type: Agent \_\_\_\_\_ Agency \_\_\_\_\_

IDENTIFICATION (please print or type)

Last Name First Name Middle Name Social Security #
Birth Date Place of Birth Age Sex M [ ] F [ ]

Firm Name (Agency Name Required) Tax I.D. No.

Business Address: Physical Address City State
County Zip Code Telephone No. Fax No.

Resident Address: Physical Address City State
County Zip Code Telephone No. Fax No.

Email Address:

List the carrier(s) you want to be appointed with: Standard Security Life Insurance Company of New York [ ]
Madison National Life Insurance Company, Inc. [ ]
Independence American Insurance Company [ ]

List the state(s) in which you are licensed and want to be appointed in:

State License # ; State License # ;
State License # ; State License # ;
State License # ; State License # ;

Name of Manager/Administrator/General Agent:

BACKGROUND - Use separate page if needed

1. Do you carry Errors and Omissions Protection? Yes [ ] No [ ]

Have you ever been:

- (a) convicted of any criminal felony, involving fraud, dishonesty or a breach of trust
(b) convicted of an offense under the Violent Crime Control and Law Enforcement Act of 1994; or
(c) subject to disciplinary proceeding of any federal or state regulatory agency?

Yes [ ] No [ ] If yes, provide explanation:

2. Are you bonded? Yes [ ] No [ ]

3. Has an application for bond ever been declined to you? Yes [ ] No [ ] If yes, for what reason?

4. Have you ever been refused any license applied for? Yes [ ] No [ ] If yes, what state(s) and why?

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5. Has your license ever been cited, suspended or revoked by any state(s)? Yes [ ] No [ ]

If yes, what state(s) and why? \_\_\_\_\_

6. Has your appointment ever been terminated involuntarily by an insurance company for reasons other than lack of production? Yes [ ] No [ ] If yes, give details:

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7. Is any charge by any state currently pending against you or against the agency or any member of the agency? Yes [ ] No [ ] If yes, give details:

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8. Do you work for or are you under contract to any financial institution such as a bank, a savings and loan association, any subsidiary, affiliate or holding company of such financial institution? Yes [ ] No [ ] If yes, please provide the name and address of the financial institution.

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9. Are there any outstanding judgments or liens (including state or federal tax liens) against you? Yes [ ] No [ ] If yes, give details:

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#### CERTIFICATION/AUTHORIZATION

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state in which I am seeking appointment and that I am withholding no information that would affect my qualification for this appointment. I further certify that I am not prohibited by the Violent Crime Control and Law Enforcement Act of 1994 from engaging in the business of insurance or that I have obtained consent from the appropriate insurance regulator to do so.

I also authorize the Insurance Company to order an investigative report as may be required. I understand that information for the report may be secured from financial sources, and/or public records, or personal interviews with third parties, such as family members, business associates, and/or others with whom I am acquainted. This inquiry may include information as to my character, general reputation, personal characteristics, mode of living, or educational background. I understand that I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of this information if I so desire.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Return completed form along with copies of your current license(s) to:**

***Agents, please forward your paperwork to your General Agent.  
Your General Agent will send all necessary forms to IAC for processing.***

Return to →	
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**FIDELITY SECURITY LIFE INSURANCE COMPANY  
AGENT DATA SHEET**

Agent # _____
Date _____

**OMISSION OF ANY INFORMATION WILL RESULT IN A  
DELAY OF APPOINTMENT AND PAYING OF COMMISSION**

**NOTE:** No person is permitted to solicit, sell or procure an application for insurance until he has in his possession an insurance agent's license authorizing him to solicit, sell or procure applications for Fidelity Security Life Insurance Company.

**A. IDENTIFICATION:** (Please print in ink or type - **Do Not Abbreviate**)

Name (Last, First, Middle)					Sex: <input type="checkbox"/> M <input type="checkbox"/> F	
Social Security Number	Date of Birth	Place of Birth	Tax I.D. No.		Age	
Firm Name (Agency Name if applicable)						Send Mail to:
Business Address					Telephone & Fax #	
Street	City	State	County	Zip	( )	
Resident Address					Telephone & Fax #	
Street	City	State	County	Zip	( )	
<b>E-Mail Address:</b>						
Currently Licensed By State Of:		License No.	Issued To:			
(attach a copy of home state license)			<input type="checkbox"/> Ind.	<input type="checkbox"/> Corp.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
What type of product(s) do you plan to sell for FSL? <input type="checkbox"/> Life <input type="checkbox"/> Health/Accident <input type="checkbox"/> Fixed Annuity						

**B. BACKGROUND** - Use separate page if needed .....IF YES TO ANY OF QUESTIONS 1-9, PLEASE ATTACH DETAILS AND DATES.

- |   | Yes                      | No                       | Month/Year |
|---|--------------------------|--------------------------|------------|
| 1. Have you ever had ownership interest in a business venture which declared bankruptcy? (If Yes, give month and year.)   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 2. Have you been a Judgment Debtor or ever declared personal bankruptcy? (If Yes, give month and year.)   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 3. Are you in good standing and full compliance with respect to state taxes or child support? (If no, give details.)  | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 4. Have you ever had a bond declined or cancelled?  | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 5. Have you ever been convicted for any offense other than a minor traffic violation? <b>Your failure to disclose a felony conviction will result in an automatic denial.</b>   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 6. Have you ever been cited, fined, suspended, revoked or refused a license by any state? (If Yes, give state, month and year.)   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 7. Have you ever been short in accounts with any employer?  | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 8. Do you owe an unpaid balance to any insurance company?   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 9. Are you now employed by, or associated with to any degree, directly or indirectly, a bank, savings and loan or other financial institution?  | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 10. <b>For Agents applying to sell cash value life insurance and/or annuities:</b><br>Have you completed Anti-Money Laundering training?<br><b>If yes, attach copy of proof of completion or provide details.</b> _____ | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 11. Please provide the carrier for your Errors & Omissions coverage, the policy number and the name of the insured. _____   |                          |                          |            |

12. List past and current companies you represent or have represented in the last 5 years.

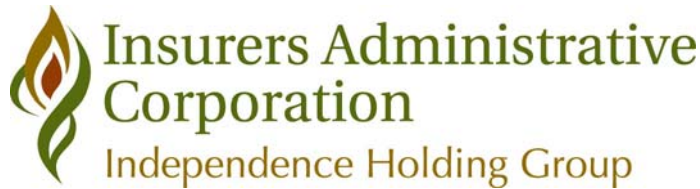
From	To	Name	Street Address, City, State, Zip	Telephone No.
				( )
				( )

**C. CERTIFICATION / AUTHORIZATION**

13. a. I certify that I have answered all questions honestly and to the best of my knowledge.  
 b. I also authorize Fidelity Security Life Insurance Company to order an investigative report as may be required. I understand that information for the report may be secured from financial resources, and/or public records, or personal interviews with third parties, such as family members, business associates and/or others with whom I am acquainted.

This inquiry may include information as to my character, general reputation, personal characteristics, mode of living or educational background. I understand I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of this information if I so desire.

Date _____	Signature _____	<input type="checkbox"/> Owner or Partner
		<input type="checkbox"/> Corporate Officer
		<input type="checkbox"/> Representative (Agent)
Date _____	Appointing Premier General Agent _____	



## IAC PRODUCER AGREEMENT

Producer's Name: \_\_\_\_\_

Date \_\_\_\_\_

- 1) **Definitions.** The following terms have the following meanings in this Producer Agreement:
  - a) Payor means an insurance company issuing an insurance policy or certificate of coverage under which health insurance benefits are providing that has engaged IAC to provide administrative services related to such policy or certificate.
- 2) **Solicitation.** Subject to the authority granted to Insurers Administrative Corporation ("IAC") by each Payor, IAC hereby authorizes the Producer to solicit and procure applications for the insurance programs identified in each Addendum attached hereto, on a non-territorial non-exclusive basis, subject to the terms and conditions of this Agreement.
- 3) **Relationship of the Parties.** IAC and Producer each agree that:
  - a) This agreement does not create a relationship of employer/employee, principal/agent, master/servant or other similar relationship between IAC and the Producer.
  - b) Producer acknowledges that he/she is not and shall not be considered an agent or representative of IAC and that he/she will not expressly or impliedly represent himself/herself as such.
  - c) Except where state law requires otherwise, agent is an independent insurance agent represented agent's clients.
  - d) Although IAC may provide to Producer information, application or marketing materials ("Supplies") related to insurance programs, neither this information nor any terms contained in this Producer's Agreement provides IAC with any right or ability to control the Producer's activities and/or communications with any proposed insured or Insured Individual.
- 4) **Producer's Responsibilities.** Producer understands and agrees to:
  - a) Solicit applications for insurance policies and certificates of coverage issued by Payors; assist applicants in completely, honestly and accurately completing applications for insurance coverage; and submit such applications to IAC promptly upon receipt of such applications from applicants.
  - b) Remit all gross premiums and/or policy fees received or collected by Producer at once to IAC with a full and detailed statement.
  - c) Refrain from accepting any premium from any insured with the exception of the initial premium collected with the application for coverage.
  - d) Observe and comply with the insurance laws and regulations of the state or states in which Producer operates.
  - e) Hold all Supplies furnished by IAC as property of IAC provided for Producer's use while this Agreement remains in effect and return same upon demand.
  - f) Provide prompt, courteous service to certificate holders.
  - g) Perform all of Producer's responsibilities hereunder in accordance with the rules and guidelines established by IAC and each Payor related to (a) the performance of such responsibilities; and (a) the solicitation and procurement of applications for insurance policies and certificates of coverage.
- 5) **Restrictions on Producer's Authority.** Producer agrees that Producer has no authority and will not:
  - a) Bind IAC or any Payor by any promise or agreement, or incur any debt, expense, or liability whatever in its name or account, or waive any of the provisions of policies administered by IAC.
  - b) Waive, alter, or modify any question on any application; permit any applicant to inaccurately answer any question on any application; instruct any applicant not to disclose any particular medical condition on the application; or notify an applicant that Producer has the authority to alter the terms of an insurance policy or certificate of coverage.
  - c) Pay or allow or offer to pay or allow, as an inducement to any proposed insured, any rebate of premium or consideration or any inducement not specified in the policy or allowed by law.
- 6) **Representations and Warranties.** Producer represents and warrants as follows:
  - a) Producer is currently properly and appropriately licensed to solicit and procure applications for insurance policies and certificates of coverage in the jurisdiction in which Producer will perform such functions and will maintain such license during the term of this Agreement.
  - b) Producer will comply with all statutes, regulations and administrative bulletins related to Producer's performance of Producer's responsibilities hereunder.
- 7) **Compensation.** IAC and Producer each agree that:
  - a) IAC will pay compensation to Producer on behalf of Payors in accordance with each Addendum attached hereto.
  - b) Compensation will be paid only as earned and no advance compensation will be paid.
  - c) Commissions are vested and payable for the first year (except for termination of Agreement for cause), subject to the provisions of this Agreement and the attached addendum(s) as long as the Producer complies with all the terms and conditions of this Agreement.

- d) The schedule of renewal commissions and service fees set forth in each addendum, begins with the second policy year and is applicable thereafter as long as this Agreement is in full force and effect and the Producer is recognized as the Agent of Record by the Insured.
  - e) Producer must be appropriately licensed in the state in which coverage is issued and must remain appropriately licensed in order to receive compensation related to the solicitation, procurement or sale of insurance policies or certificates of coverage.
  - f) If IAC for any reason refunds any premium or part of a premium on any policy, any commissions paid Producer on the amount refunded shall be repaid to IAC.
  - g) IAC may offset against any compensation due Producer hereunder, any amounts now due or which may become due at any time from Producer, and these amounts shall be a first lien against the compensation due Producer under this Agreement.
  - h) Producer may not assign the compensation accruing under this Agreement or any interest therein except with the prior written consent of IAC, and any assignment by Producer shall always be subject to the lien provided for in the preceding paragraph, whether for debts or liabilities existing at the time of assignment or thereafter arising.
  - i) In the event that this Agreement is terminated pursuant to Sections 7(c)(ii) or (iii), all of Producer's rights under this Agreement, including Producer's rights to any commissions to which Producer might otherwise become entitled shall terminate upon the termination of this Agreement.
- 8) **Effective Date, Term and Termination.** IAC and Producer each agree that:
- a) This Agreement, together with any Addenda hereto, shall become effective as of the date executed by IAC below.
  - b) This Agreement, together with any Addenda hereto, shall continue until terminated by either party pursuant to this section.
  - c) This Agreement, together with any Addenda hereto, shall terminate:
    - i) Thirty days following written notice by either party mailed to the last known address of such other party.
    - ii) Immediately upon notice from IAC to Producer for any act of dishonesty or fraud as determined at IAC's sole discretion...
    - iii) Automatically without any notice upon Producer's death or upon revocation, termination or non-renewal of Producer's license.
- 9) **Reservation of Rights.** IAC and Producer each agree that IAC or any Payor reserves the right:
- a) To discontinue or withdraw any plan of insurance and to set the commission percentage rates on plans which are now, or may hereafter, be offered by and Payor and administered by IAC.
  - b) To change commission percentage rates by providing a dated amendment to this Agreement.
- 10) **Agent Appointment.** Producer is responsible for costs associated with his/her agent appointment with each Payor. IAC will advance on behalf of Producer such fees to each Payor. Producer authorizes IAC to recover appointment fees from Producer's first payable compensation. Producer agrees to reimburse IAC for any appointment fees advanced by IAC, within six months of appointment, in the event there is no payable compensation. Producer authorizes IAC to pay any future appointment renewal fees out of the Producer's payable compensation, as described in Section 8. If the Producer has no payable compensation at the time of appointment renewal, Producer agrees to remit reimbursement to IAC within 30 days of payment by IAC.
- 11) **Liability.** Producer shall indemnify IAC for, and hold IAC harmless against, any and all claims, actions, liabilities, losses, damages of any nature, whether compensatory or punitive, judgments, awards, or settlements, charges and expenses, including court costs and attorney's fees, that IAC may at any time sustain or incur by reason of any unlawful or negligent act or omission of Producer, and any misrepresentation by Producer, or any breach by Producer of the terms of this Agreement.
- 12) **Confidentiality.** Producer agrees to protect the confidentiality of protected health information in accordance with Exhibit A which is attached hereto and incorporated herein.
- 13) **Miscellaneous.** Producer understands and agrees that:
- a) This Agreement and any addendums, if applicable, are considered the entire agreement among the parties hereto and will supersede any and all previous contracts and agreements between Producer and IAC.
  - b) Failure of IAC to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of such conditions, but they shall continue to be in full force and effect.
  - c) No oral promises or representations shall be binding nor shall this Agreement be modified except by agreement in writing, executed on behalf of IAC.

\_\_\_\_\_  
**Producers Signature**

\_\_\_\_\_  
**IAC Signature**

\_\_\_\_\_  
**Printed Name**

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

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

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

## **EXHIBIT A - Confidentiality Agreement**

- 1) **Purpose.** The Purpose of this Exhibit is to demonstrate both parties' commitment to full compliance with all applicable privacy rules and regulations governing the use and disclosure of individually identifiable personal health and financial information by establishing contractual standards for such use and disclosure.
- 2) **Definitions.** Terms used this Exhibit are defined as follows:
  - a) *Administrative Safeguards* means administrative actions, policies and procedures to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information and to manage the conduct of the covered entity's workforce in relation to the protection of Protected Health Information.
  - b) *Disclose or Disclosure* means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
  - c) *Individual* means the person who is the subject of protected health information and shall include persons who qualify as a personal representative.
  - d) *Individually Identifiable Health Information* is health information, including demographic information collected from an individual, that:
    - i) Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
    - ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
    - iii) Either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
  - e) *Personally Identifiable Financial Information* means any information regarding a specific consumer that is obtained in connection with the services being provided hereunder.
  - f) *Physical Safeguards* means physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
  - g) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - h) *Protected Personal Information ("PPI")* means Personally Identifiable Financial Information and Individually Identifiable Health Information that is maintained in any form, including electronic media and/or transmitted in any form, including by electronic media.
  - i) *Required by Law* has the same meaning as the term "required by law" in 45 CFR §164.501.
  - j) *Security Rule* means the Security Standards at 45 CFR Part 160, Part 162 and Part 164.
  - k) *Security Incident* means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
  - l) *Technical Safeguards* means the technology and the policy and procedures for its use that protects electronic Protected Health Information and controls access to it.
  - m) *Use* means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- 3) **Producer's Privacy Obligations.** At all times Producer agrees to:
  - a) Refrain from using or disclosing PPI for any purpose other than for the purpose of the business discussions as described in the Agreement, including this Exhibit, as specifically required in order to perform the services for which Producer has been engaged or as permitted by law;
  - b) Implement and utilize appropriate safeguards to prevent the Use or Disclosure of PPI other than as provided for by this Agreement;
  - c) Mitigate, to the extent practicable, any harmful effect that is known to Producer as a result of a Use or Disclosure of PPI by Producer in violation of the requirements of this Agreement;
  - d) Report to IAC any Use or Disclosure of PPI not provided for by this Agreement of which Producer becomes aware;
  - e) Make Producer's internal practices, books, and records, including policies and procedures, relating to the Use and Disclosure of PPI available to IAC or to the Secretary of the Department of Health and Human Services for purposes of determining IAC's compliance with the Privacy Rules;
  - f) Document Disclosures of PPI and information related to such Disclosures as would be required in order to permit IAC to respond to a request by an Individual for an accounting of such Disclosures of PPI in accordance with the Privacy Rule;
  - g) Implement and utilize safeguards to Use or Disclose only the minimum necessary information in the performance of Producer's obligations under this Agreement; and
  - h) Refrain from Using or Disclosing PPI for any marketing purposes not authorized by this Agreement.
- 4) **Producer's Security Obligations.** At all times Producer agrees to:
  - a) Implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of IAC;
  - b) Enter into a contractual agreement with any subcontractor to whom it provides such information that requires such subcontractor to implement reasonable and appropriate Administrative Safeguards, Physical Safeguards, and Technical Safeguards to protect electronic Protected Health Information that the subcontractor creates, receives, maintains, or transmits on behalf of IAC as part of Producer's performance of the delegate administrative services; and
  - c) Report to IAC any Security Incident of which Producer becomes aware.
- 5) **IAC's Obligations.** At all times IAC agrees to:
  - a) Notify Producer of any limitation(s) in IAC's Notices of Privacy Practices, to the extent that such limitation may affect Producer's Use or Disclosure of PPI;
  - b) Notify Producer of any changes in, or revocation of, permission by an Insured to Use or Disclose PPI, to the extent that such changes may affect Producer's Use or Disclosure of PPI;
  - c) Notify Producer of any restriction to the Use or Disclosure of PPI to which a Payor has agreed, to the extent that such restriction may affect

Producer's Use or Disclosure of PPI;

- d) Refrain from requesting that Producer Use or Disclose PPI in any manner that is not legally permissible if done by IAC or a Payor except to the extent necessary for any data aggregation services or Producer's management and administrative activities.
- 6) Term and Termination.
  - a) The Term of this Exhibit shall be effective as of effective date of the Agreement and shall terminate as of the termination of the Agreement.
  - b) Upon IAC's knowledge of a material breach of this Exhibit by Producer, IAC shall, at its discretion, either:
    - i) Provide an opportunity for Producer to cure the breach or end the violation or terminate the Agreement in accordance with Section 17.6 of the Agreement; or
    - ii) If cure is not possible, immediately terminate the Agreement.
  - c) If neither termination nor cure is feasible, IAC may report the violation to the affected Payor who may report the violation to the Secretary of the Department of Health and Human Services at its discretion.
- 7) Obligations upon Termination of this Agreement
  - a) Upon the termination of the Agreement, Producer shall return to IAC all PPI that Producer has in its possession and retain no copies of such PPI, except for that PPI necessary for Producer's management and administrative activities. This provision shall apply to PPI that is in the possession of contractors, consultants and vendors of Producer.
  - b) If Producer is unable to return the PPI provided to Producer by IAC or created by Producer on IAC's behalf, Producer shall:
    - i) Provide to IAC notification of the conditions that make return or destruction infeasible; and
    - ii) Permanently destroy by shredding or otherwise destroying all paper or other hard copy media on which it is recorded, and/or erasing it from any hard drive, tape, diskette, compact disk or other electronic medium on which it has been stored using a method which renders the information unrecoverable.
  - c) If the return or destruction of the PPI is not feasible, Producer shall extend the protections of this Agreement to, and comply with its obligations herein regarding, the PPI and not make any further Use or Disclosure of the PPI.
- 8) Amendment. The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for IAC to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 9) Regulatory References. A reference in this Exhibit to the Privacy Rule or Security Rule means the Section of the Privacy Rule or Security Rule then in effect or as amended.
- 10) Interpretation. Any ambiguity in this Agreement shall be resolved to permit IAC to comply with the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

Insurers Administrative Corporation offers direct deposit of your commission or service fees into your financial institution account. Direct deposit is quick, convenient and secure!

**Step One:** Complete the Direct Deposit Authorization Form below

**Step Two:** Attach a voided check or savings deposit slip to the authorization form. *(If depositing to a savings account, please ask your financial institution for the correct Routing/Transit Number for your savings account to ensure your commission is deposited correctly.)*

**Step Three:** Submit the direct Deposit Authorization Form and a voided check or savings deposit slip by mail, fax or e-mail:

**Mail:** IAC Agent Contracting Department, PO Box 35607, Phoenix, AZ 85069

**Fax:** (602) 906-4703

**E-mail:** [agentcontracting@IACUSA.com](mailto:agentcontracting@IACUSA.com)

If you change financial institutions or open a new account in the future, please notify us immediately to avoid any delays in the direct deposit of your commission or service fees. **A written request along with a new voided check or deposit slip is required to change this information.**

The authorization below states that we may make debit entries to your account only in the rare case of a financial institution error or commission processing error. **We will NOT deduct debit balances from your account.**

### Direct Deposit Authorization Form

Agent Name/Corporation Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Number/Numbers (list all agent numbers used): \_\_\_\_\_

Social Security or Tax ID Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

I authorize IAC to initiate electronic credit entries for commissions or service fees due. Debit entries will only be made in the rare case of an error either by the financial institution or IAC to correct a credit entry previously made or a commission processing error.

**Checking account (attach a voided check and sign below)**

**Savings account (attach a savings deposit slip and verify with your bank your routing/transit number)**

As of (insert date) \_\_\_\_\_, my financial institution information is as follows. In order to change this information in the future, I must submit a written request along with a new voided check or deposit slip.

Financial Institution: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Routing/Transit Number: \_\_\_\_\_ (9 digit number – verify with your financial institution)

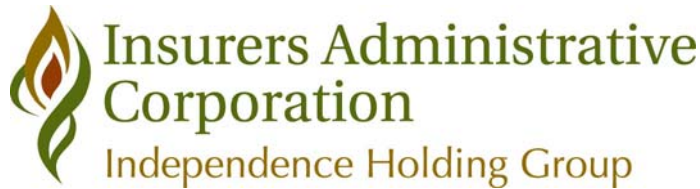
Account Number: \_\_\_\_\_

This authorization will remain in effect until IAC has received written notice from me to change or cancel the direct deposit agreement. I agree to contact IAC in writing if I change financial institutions or the account for my deposits.

Signature: \_\_\_\_\_

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

*\*Short-term medical products and Secure DentalOne are not eligible for direct deposit.*



## IAC PRODUCER AGREEMENT

Producer's Name: \_\_\_\_\_

Date \_\_\_\_\_

- 1) **Definitions.** The following terms have the following meanings in this Producer Agreement:
  - a) Payor means an insurance company issuing an insurance policy or certificate of coverage under which health insurance benefits are providing that has engaged IAC to provide administrative services related to such policy or certificate.
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  - a) This agreement does not create a relationship of employer/employee, principal/agent, master/servant or other similar relationship between IAC and the Producer.
  - b) Producer acknowledges that he/she is not and shall not be considered an agent or representative of IAC and that he/she will not expressly or impliedly represent himself/herself as such.
  - c) Except where state law requires otherwise, agent is an independent insurance agent represented agent's clients.
  - d) Although IAC may provide to Producer information, application or marketing materials ("Supplies") related to insurance programs, neither this information nor any terms contained in this Producer's Agreement provides IAC with any right or ability to control the Producer's activities and/or communications with any proposed insured or Insured Individual.
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  - g) Perform all of Producer's responsibilities hereunder in accordance with the rules and guidelines established by IAC and each Payor related to (a) the performance of such responsibilities; and (a) the solicitation and procurement of applications for insurance policies and certificates of coverage.
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  - a) Bind IAC or any Payor by any promise or agreement, or incur any debt, expense, or liability whatever in its name or account, or waive any of the provisions of policies administered by IAC.
  - b) Waive, alter, or modify any question on any application; permit any applicant to inaccurately answer any question on any application; instruct any applicant not to disclose any particular medical condition on the application; or notify an applicant that Producer has the authority to alter the terms of an insurance policy or certificate of coverage.
  - c) Pay or allow or offer to pay or allow, as an inducement to any proposed insured, any rebate of premium or consideration or any inducement not specified in the policy or allowed by law.
- 6) **Representations and Warranties.** Producer represents and warrants as follows:
  - a) Producer is currently properly and appropriately licensed to solicit and procure applications for insurance policies and certificates of coverage in the jurisdiction in which Producer will perform such functions and will maintain such license during the term of this Agreement.
  - b) Producer will comply with all statutes, regulations and administrative bulletins related to Producer's performance of Producer's responsibilities hereunder.
- 7) **Compensation.** IAC and Producer each agree that:
  - a) IAC will pay compensation to Producer on behalf of Payors in accordance with each Addendum attached hereto.
  - b) Compensation will be paid only as earned and no advance compensation will be paid.
  - c) Commissions are vested and payable for the first year (except for termination of Agreement for cause), subject to the provisions of this Agreement and the attached addendum(s) as long as the Producer complies with all the terms and conditions of this Agreement.

- d) The schedule of renewal commissions and service fees set forth in each addendum, begins with the second policy year and is applicable thereafter as long as this Agreement is in full force and effect and the Producer is recognized as the Agent of Record by the Insured.
  - e) Producer must be appropriately licensed in the state in which coverage is issued and must remain appropriately licensed in order to receive compensation related to the solicitation, procurement or sale of insurance policies or certificates of coverage.
  - f) If IAC for any reason refunds any premium or part of a premium on any policy, any commissions paid Producer on the amount refunded shall be repaid to IAC.
  - g) IAC may offset against any compensation due Producer hereunder, any amounts now due or which may become due at any time from Producer, and these amounts shall be a first lien against the compensation due Producer under this Agreement.
  - h) Producer may not assign the compensation accruing under this Agreement or any interest therein except with the prior written consent of IAC, and any assignment by Producer shall always be subject to the lien provided for in the preceding paragraph, whether for debts or liabilities existing at the time of assignment or thereafter arising.
  - i) In the event that this Agreement is terminated pursuant to Sections 7(c)(ii) or (iii), all of Producer's rights under this Agreement, including Producer's rights to any commissions to which Producer might otherwise become entitled shall terminate upon the termination of this Agreement.
- 8) **Effective Date, Term and Termination.** IAC and Producer each agree that:
- a) This Agreement, together with any Addenda hereto, shall become effective as of the date executed by IAC below.
  - b) This Agreement, together with any Addenda hereto, shall continue until terminated by either party pursuant to this section.
  - c) This Agreement, together with any Addenda hereto, shall terminate:
    - i) Thirty days following written notice by either party mailed to the last known address of such other party.
    - ii) Immediately upon notice from IAC to Producer for any act of dishonesty or fraud as determined at IAC's sole discretion...
    - iii) Automatically without any notice upon Producer's death or upon revocation, termination or non-renewal of Producer's license.
- 9) **Reservation of Rights.** IAC and Producer each agree that IAC or any Payor reserves the right:
- a) To discontinue or withdraw any plan of insurance and to set the commission percentage rates on plans which are now, or may hereafter, be offered by and Payor and administered by IAC.
  - b) To change commission percentage rates by providing a dated amendment to this Agreement.
- 10) **Agent Appointment.** Producer is responsible for costs associated with his/her agent appointment with each Payor. IAC will advance on behalf of Producer such fees to each Payor. Producer authorizes IAC to recover appointment fees from Producer's first payable compensation. Producer agrees to reimburse IAC for any appointment fees advanced by IAC, within six months of appointment, in the event there is no payable compensation. Producer authorizes IAC to pay any future appointment renewal fees out of the Producer's payable compensation, as described in Section 8. If the Producer has no payable compensation at the time of appointment renewal, Producer agrees to remit reimbursement to IAC within 30 days of payment by IAC.
- 11) **Liability.** Producer shall indemnify IAC for, and hold IAC harmless against, any and all claims, actions, liabilities, losses, damages of any nature, whether compensatory or punitive, judgments, awards, or settlements, charges and expenses, including court costs and attorney's fees, that IAC may at any time sustain or incur by reason of any unlawful or negligent act or omission of Producer, and any misrepresentation by Producer, or any breach by Producer of the terms of this Agreement.
- 12) **Confidentiality.** Producer agrees to protect the confidentiality of protected health information in accordance with Exhibit A which is attached hereto and incorporated herein.
- 13) **Miscellaneous.** Producer understands and agrees that:
- a) This Agreement and any addendums, if applicable, are considered the entire agreement among the parties hereto and will supersede any and all previous contracts and agreements between Producer and IAC.
  - b) Failure of IAC to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of such conditions, but they shall continue to be in full force and effect.
  - c) No oral promises or representations shall be binding nor shall this Agreement be modified except by agreement in writing, executed on behalf of IAC.

\_\_\_\_\_  
**Producers Signature**

\_\_\_\_\_  
**IAC Signature**

\_\_\_\_\_  
**Printed Name**

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

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

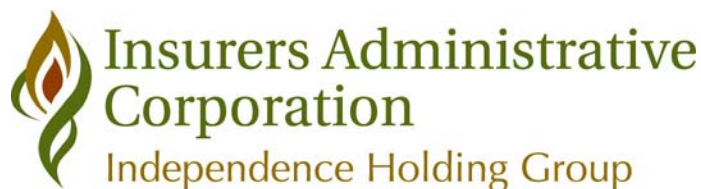
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**Date**

## **EXHIBIT A - Confidentiality Agreement**

- 1) **Purpose.** The Purpose of this Exhibit is to demonstrate both parties' commitment to full compliance with all applicable privacy rules and regulations governing the use and disclosure of individually identifiable personal health and financial information by establishing contractual standards for such use and disclosure.
- 2) **Definitions.** Terms used this Exhibit are defined as follows:
  - a) *Administrative Safeguards* means administrative actions, policies and procedures to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information and to manage the conduct of the covered entity's workforce in relation to the protection of Protected Health Information.
  - b) *Disclose or Disclosure* means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
  - c) *Individual* means the person who is the subject of protected health information and shall include persons who qualify as a personal representative.
  - d) *Individually Identifiable Health Information* is health information, including demographic information collected from an individual, that:
    - i) Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
    - ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
    - iii) Either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
  - e) *Personally Identifiable Financial Information* means any information regarding a specific consumer that is obtained in connection with the services being provided hereunder.
  - f) *Physical Safeguards* means physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
  - g) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - h) *Protected Personal Information ("PPI")* means Personally Identifiable Financial Information and Individually Identifiable Health Information that is maintained in any form, including electronic media and/or transmitted in any form, including by electronic media.
  - i) *Required by Law* has the same meaning as the term "required by law" in 45 CFR §164.501.
  - j) *Security Rule* means the Security Standards at 45 CFR Part 160, Part 162 and Part 164.
  - k) *Security Incident* means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
  - l) *Technical Safeguards* means the technology and the policy and procedures for its use that protects electronic Protected Health Information and controls access to it.
  - m) *Use* means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- 3) **Producer's Privacy Obligations.** At all times Producer agrees to:
  - a) Refrain from using or disclosing PPI for any purpose other than for the purpose of the business discussions as described in the Agreement, including this Exhibit, as specifically required in order to perform the services for which Producer has been engaged or as permitted by law;
  - b) Implement and utilize appropriate safeguards to prevent the Use or Disclosure of PPI other than as provided for by this Agreement;
  - c) Mitigate, to the extent practicable, any harmful effect that is known to Producer as a result of a Use or Disclosure of PPI by Producer in violation of the requirements of this Agreement;
  - d) Report to IAC any Use or Disclosure of PPI not provided for by this Agreement of which Producer becomes aware;
  - e) Make Producer's internal practices, books, and records, including policies and procedures, relating to the Use and Disclosure of PPI available to IAC or to the Secretary of the Department of Health and Human Services for purposes of determining IAC's compliance with the Privacy Rules;
  - f) Document Disclosures of PPI and information related to such Disclosures as would be required in order to permit IAC to respond to a request by an Individual for an accounting of such Disclosures of PPI in accordance with the Privacy Rule;
  - g) Implement and utilize safeguards to Use or Disclose only the minimum necessary information in the performance of Producer's obligations under this Agreement; and
  - h) Refrain from Using or Disclosing PPI for any marketing purposes not authorized by this Agreement.
- 4) **Producer's Security Obligations.** At all times Producer agrees to:
  - a) Implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of IAC;
  - b) Enter into a contractual agreement with any subcontractor to whom it provides such information that requires such subcontractor to implement reasonable and appropriate Administrative Safeguards, Physical Safeguards, and Technical Safeguards to protect electronic Protected Health Information that the subcontractor creates, receives, maintains, or transmits on behalf of IAC as part of Producer's performance of the delegate administrative services; and
  - c) Report to IAC any Security Incident of which Producer becomes aware.
- 5) **IAC's Obligations.** At all times IAC agrees to:
  - a) Notify Producer of any limitation(s) in IAC's Notices of Privacy Practices, to the extent that such limitation may affect Producer's Use or Disclosure of PPI;
  - b) Notify Producer of any changes in, or revocation of, permission by an Insured to Use or Disclose PPI, to the extent that such changes may affect Producer's Use or Disclosure of PPI;
  - c) Notify Producer of any restriction to the Use or Disclosure of PPI to which a Payor has agreed, to the extent that such restriction may affect

Producer's Use or Disclosure of PPI;

- d) Refrain from requesting that Producer Use or Disclose PPI in any manner that is not legally permissible if done by IAC or a Payor except to the extent necessary for any data aggregation services or Producer's management and administrative activities.
- 6) Term and Termination.
  - a) The Term of this Exhibit shall be effective as of effective date of the Agreement and shall terminate as of the termination of the Agreement.
  - b) Upon IAC's knowledge of a material breach of this Exhibit by Producer, IAC shall, at its discretion, either:
    - i) Provide an opportunity for Producer to cure the breach or end the violation or terminate the Agreement in accordance with Section 17.6 of the Agreement; or
    - ii) If cure is not possible, immediately terminate the Agreement.
  - c) If neither termination nor cure is feasible, IAC may report the violation to the affected Payor who may report the violation to the Secretary of the Department of Health and Human Services at its discretion.
- 7) Obligations upon Termination of this Agreement
  - a) Upon the termination of the Agreement, Producer shall return to IAC all PPI that Producer has in its possession and retain no copies of such PPI, except for that PPI necessary for Producer's management and administrative activities. This provision shall apply to PPI that is in the possession of contractors, consultants and vendors of Producer.
  - b) If Producer is unable to return the PPI provided to Producer by IAC or created by Producer on IAC's behalf, Producer shall:
    - i) Provide to IAC notification of the conditions that make return or destruction infeasible; and
    - ii) Permanently destroy by shredding or otherwise destroying all paper or other hard copy media on which it is recorded, and/or erasing it from any hard drive, tape, diskette, compact disk or other electronic medium on which it has been stored using a method which renders the information unrecoverable.
  - c) If the return or destruction of the PPI is not feasible, Producer shall extend the protections of this Agreement to, and comply with its obligations herein regarding, the PPI and not make any further Use or Disclosure of the PPI.
- 8) Amendment. The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for IAC to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 9) Regulatory References. A reference in this Exhibit to the Privacy Rule or Security Rule means the Section of the Privacy Rule or Security Rule then in effect or as amended.
- 10) Interpretation. Any ambiguity in this Agreement shall be resolved to permit IAC to comply with the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.



**GROUP HEALTH PLANS, DENTAL ADVANTAGE & SHORT TERM  
WRITING AGENT ADDENDUM TO PRODUCER AGREEMENT**

This Addendum to the Producer Agreement identifies (1) the line of business for which Producer is appointed and authorized to solicit and procure applications; and (2) the commission schedule applicable to such line of business. IAC and Producer each agrees that this Addendum is subject to all of the terms and conditions of the Producer Agreement and shall be made part of and attached thereto.

**Payor:** Standard Security Life      **Line of Business:** Group Health Plans, Dental Advantage & Short Term

*Schedule of Commissions Addendum:*

Group Health <sup>1</sup> Annualized Billed Medical Premium Categories <sup>2</sup>	Group Life AD&D <sup>4</sup>	Group Vision <sup>4</sup>
\$0 – 100,000 <sup>3</sup> _____ 6%	8%	10%
\$100,001 + _____ 4%		

Dental Advantage Groups of 2-9 lives <sup>5</sup>	Dental Advantage Groups of 10-49 lives <sup>5</sup>	Dental Advantage Groups of 50-99 lives <sup>5</sup>	Dental Advantage Groups of 100-249 lives <sup>5</sup>	Dental Advantage Groups of 250+ lives <sup>5</sup>
10%	8%	6%	3%	1.2%

Temp Med STM <sup>6</sup> Short Term 1 <sup>st</sup> year & Renewals	Tri Med STM <sup>6</sup> Short Term – 1 <sup>st</sup> year	Tri Med STM <sup>6</sup> Short Term - Renewals	Rx PayCard <sup>6</sup>	TempMed Lite <sup>6</sup>
18%	18%	9%	15%	15%

<sup>1</sup> Medical insurance commissions are calculated using the billed Medical Premium Rate for the Employee and Dependent Unit Census at the time of issue. The billed Medical Premium includes any applicable industry and risk loads, net all fees, unless otherwise noted.

<sup>2</sup> To determine the commission rate payable, we annualize the group's Medical Premium by multiplying the first month's Medical Premium by 12. Then, we determine a **LEVEL** commission percentage rate for 12 months based on the categories below. (For example, \$2,000 of monthly Medical Premium = \$24,000 Annualized Medical Premium, which earns a 6% **LEVEL** commission.)

<sup>3</sup> For Employer Groups with one (1) employee applying: 3 % commission on medical premiums first year and renewals.

Medical insurance commission percentage rates at each renewal date are based upon the then current census of the enrolled group and are applied to the Billed Medical Premium Rate in effect at that time.

<sup>4</sup> First-year and renewal commission percentage rates for Life and Vision Insurance are based upon the full amount of the applicable Life and Vision Premium for the case.

<sup>5</sup>To determine the commission rate payable for Dental, once the group has been issued we will determine the number of enrolled employees. Then, we determine a level percentage commission rate for 12 months based on the categories above. (For example a group with 60 enrolled insureds will result in a 6% commission level).

<sup>5</sup>Dental commissions are paid on the Standard Dental Premium which includes any applicable industry loads, but does not include the amount of premium increase due to managed care, enrollment or administrative fees.

<sup>5</sup>Dental insurance commission percentage rates at each renewal date are based upon the then current census of the enrolled group.

<sup>6</sup>Commissions will be calculated based upon the Standard Short Term Medical Premium.

**To be attached to and made part of your Producer's Agreement with Insurers Administrative Corporation**

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**To Be Completed By Producer:**

Name: \_\_\_\_\_ IAC Agent # (if assigned): \_\_\_\_\_

I direct my compensation to be made payable as follows:

Agent or Agency: \_\_\_\_\_ SSN or TIN#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature of Producer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Recommending General Agent: \_\_\_\_\_

**To Be Completed By IAC Agent Contracting:**

Executed By: \_\_\_\_\_ Date: \_\_\_\_\_

**Insurers Administrative Corporation**

Effective Date of This Addendum: \_\_\_\_\_