

# Producer Data

Complete Section 1 for Individual/Sole Proprietor and Sections 1 & 2 for Corporation / Partnership.

## Individual/Sole Proprietor

<b>1</b>	Full Name (First, Middle, Last)		
	Male <input type="checkbox"/>	Social Security Number	Date of Birth
	Female <input type="checkbox"/>		
	Business Phone ( )	Cell ( )	
	Fax ( )	Residential Phone ( )	
	Email		
	Residential Address (Street, City, State, Zip) <i>PO Box Not Allowed (Required)</i>		
	Mailing Address (Street or P.O. Box, City, State, Zip)		

## Corporation/Partnership

<b>2</b>	<input type="checkbox"/> Corporation	Federal Employer ID Number
	<input type="checkbox"/> Partnership	
Agency or Firm Name (Corporation/Partnership)		
Name of President or Managing Partner (First, Middle, Last) (Corporations / Partnerships)		
Name of person to contact regarding operations (First, Middle, Last) (Corporations / Partnerships)		
<input type="checkbox"/> Same as Section 1		
<b>2a</b>	Business Phone ( )	Cell ( )
	Fax ( )	Residential Phone ( )
	Email	
	Physical Address (Street, City, State, Zip) <i>PO Box Not Allowed</i>	
	Mailing Address (Street or P.O. Box, City, State, Zip)	

**\*Use Black Ink**

- What **RESIDENT** state are You requesting an appointment? \_\_\_\_\_
- What **NON-RESIDENT** state(s) are You requesting an appointment(s)? \_\_\_\_\_
- South Carolina appointees only:** Will you be recruiting agents? **YES**  **NO**

**PLEASE ATTACH A COPY OF YOUR LICENSE AND THE REQUIRED FEES FOR EACH STATE REQUESTED.** (See Fee Schedule.)  
(Note: Florida non-resident appointees must also attach the required County fees.)

*Please respond to the following questions: (Use a separate sheet if necessary to respond to any requests for an explanation.)*

### 6. Have You ever:

- Had a complaint filed against You with an Insurance Department. **YES**  **NO**  (If "Yes", what state? \_\_\_\_\_)
  - Filed bankruptcy? **YES**  **NO**  (If "Yes", when? \_\_\_\_\_)
  - Been convicted of a felony or any violation of 18 U.S.C. § 1033, or are any such proceedings pending? **YES**  **NO**   
(If "Yes", explain briefly: \_\_\_\_\_)
  - Been bonded and had a claim filed against the bond due to Your actions? **YES**  **NO**   
(If "Yes", explain briefly: \_\_\_\_\_)
  - Applied for a bond and been refused? **YES**  **NO**   
(If "Yes", explain briefly: \_\_\_\_\_)
  - Had an insurance license refused, suspended or revoked, or is one currently restricted or under investigation? **YES**  **NO**   
(If "Yes", explain briefly: \_\_\_\_\_)
- Do You currently have an outstanding debt balance with any other company? **YES**  **NO**   
(If "Yes", please identify the company(ies): \_\_\_\_\_)
  - Where should we forward your client's issued policies (unless You instruct Us otherwise)?  **to You**  **direct to Your client**

Direct Deposit: By Your signature hereto, You hereby authorize Settlers Life Insurance Company to deposit commissions and other payments due to You to Your account at the following bank. This authorization is only for depositing funds and shall continue in effect until a written notice of cancellation is delivered by You to Settlers Life or to the bank named below.

Bank Name: \_\_\_\_\_  Checking  Savings

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

Account Number: \_\_\_\_\_ Bank Transit / ABA Routing Number: \_\_\_\_\_

**PLEASE ATTACH A VOIDED CHECK**

How would You like Your commissions deposited? (check one)  Daily  Weekly

Identification and Certification of Taxpayer Identification Number: Under penalties of perjury, You certify that:

1. The number shown on this form is Your correct Taxpayer Identification Number; and
2. You are not subject to backup withholding because: (a) You are exempt from backup withholding; (b) You have not been notified by the Internal Revenue Service (IRS) that You are subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified You that You are no longer subject to backup withholding; and
3. You are a U.S. citizen (including a U.S. resident alien).

You must cross out item 2 above if You have been notified by the IRS that You are currently subject to backup withholding because You have failed to report all interest and dividends on Your tax return.

General Authorization and Release: You hereby authorize Settlers Life Insurance Company to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about Your background, employment, schooling, business activities and experience, character, criminal record, or financial status. You hereby authorize any of the above persons, institutions, or entities to provide the above information to Us and waive and release any claims You may have related to the providing of such information. You also authorize them to rely on a photocopy or facsimile copy of this authorization. You also acknowledge that We may participate in programs which provide background and financial information on insurance agents or producers, including debit balances. You authorize Us to obtain information from these programs and to share any information obtained from other sources with these programs. You also waive and release any claims You may have related to the sharing of such information by Us or the programs in which We participate. This authorization is continuing and remains in effect until a written revocation is delivered by You to an officer of Us.

Fair Credit Reporting Act Consumer Disclosure & Authorization to Obtain Consumer Reports: In compliance with the Fair Credit Reporting Act (FCRA) You are hereby informed that as part of Our decision to accept this Agreement We may obtain and use a "consumer report" from a "consumer reporting agency". Such a "consumer report" may include information as to your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living, criminal record, and employment history. The inquiry will be made after We receive your completed Agreement. If We make such an inquiry, You have the right to obtain a copy of the "consumer report" and additional information about the nature and scope of the investigation upon written request to Us and a reasonable time for Us to respond. For additional information concerning the FCRA, the complete text of 15.U.S.C. § 1681 et. Seq. can be found at the Federal Trade Commission website (www.ftc.gov). By signing this Agreement, You authorize Settlers Life Insurance Company to obtain these "consumer reports", make these inquiries, consider these "consumer reports" in Our decision process, and disclose these "consumer reports" to producers responsible by contract for Your debts.

In full and complete agreement with the terms and conditions set forth herein, the undersigned Producer or its duly authorized representative does hereby execute this Agreement as of the date set forth below:

Printed Name of Applicant/Producer: \_\_\_\_\_

Signature of Applicant/Producer or Authorized Representative: \_\_\_\_\_

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

Will the agent be on an advance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(If "yes", please complete and submit an "Advance Agreement" form, unless commissions are assigned)</small>		
Are commissions to be assigned to a corporation or partnership? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(If "Yes", please complete and submit the "Absolute Assignment of Commissions" form (S-130-Attachment))</small>		
Printed Name of Sponsoring Producer: <u>Richard Stol2</u>		
Signature of Sponsoring Producer: <u><i>Richard Stol2</i></u>		
Date: _____ Sponsoring Producer's Writing Number: <u>43421</u>		
<b>Commission Levels (enter percentage)</b>		
Product	First Year	Renewal
Gold/Silver/Silver II	90%	5.25%
Bronze/ Bronze II	Commission levels for Bronze & Bronze II are based on the choice levels made for Gold, Silver, and Silver II. For details, see Commission Schedule.	

Accepted by Settlers Life Insurance Company: \_\_\_\_\_ Title: \_\_\_\_\_

Date Agreement Accepted: \_\_\_\_\_



# SETTLERS LIFE INSURANCE COMPANY

All life insurers who offer individual life insurance policies, which include Settlers Life's products, must maintain an anti-money laundering program and ensure that their agents have received the appropriate training.

**To comply with this federal requirement, Settlers Life provides training for all licensed and actively appointed producers.**

## Self-Certification

Agent Name: \_\_\_\_\_

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

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

Agent Number: \_\_\_\_\_

I certify that I have read and understand Settlers Life's training course entitled Anti-Money Laundering Training and am knowledgeable about my obligations under the regulation. I acknowledge that my failure to follow the guidelines set out in the training may ultimately result in the termination of my contract and appointment with Settlers Life Insurance Company.

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

\_\_\_\_\_  
Date



# AGENT / AGENCY COMMISSION ELECTRONIC BANKING AUTHORIZATION FORM

(SEE DETAILS ON REVERSE SIDE)

To initiate, please read the following authorization, complete the necessary information, sign, and return this form and a check marked "VOID"

By my signature hereto, I do hereby authorize Settlers Life Insurance Company, Bristol, Virginia, by and through its authorized representatives, and the financial institution identified below, to initiate (i) electronic credit entries, and (ii) adjustments for credit entries made in error, to and from my:

Checking account

Savings account

Transit routing number:

:										:
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Account number:

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This authorization shall continue in effect unless and until a written notice of cancellation is delivered by me to Settlers Life Insurance Company or the financial institution identified below.

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Signature of Agent / Authorized Official of Agency

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Printed Name of Agent / Agency

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Daytime Phone Number for Agent / Agency

\_\_\_\_\_  
Phone Number for Bank Branch (if known)

Please check one:  
\_\_\_ Daily \_\_\_ Weekly

Home Office Use:
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# SETTLERS LIFE INSURANCE COMPANY

## SCHEDULE OF COMMISSIONS

The Representative's Account will not be credited with any commission on the first year's premiums nor on subsequent years' premiums (renewals) paid on approved applications submitted by the Representative (see IMPORTANT NOTE below).

### IMPORTANT NOTE

Based on an ABSOLUTE ASSIGNMENT OF COMMISSIONS PAYABLE which is below and made part of this REPRESENTATIVE'S AGREEMENT, the Representative has directed the Company to pay the Representative for whom the Representative works, or is appointed through, all commissions due under the Agreement signed by that Representative.

### **ABSOLUTE ASSIGNMENT OF COMMISSIONS PAYABLE BY SETTLERS LIFE INSURANCE COMPANY BRISTOL, VA 24203**

FOR VALUE RECEIVED, the undersigned Assignor hereby absolutely sells, assigns, transfers and sets over unto \_\_\_\_\_, Assignee, all of the Assignor's right, title and interest, in and to any and all commissions which may hereafter be due and payable to the Assignor in accordance with the terms and conditions of the undersigned's REPRESENTATIVE'S AGREEMENT with Settlers Life Insurance Company (the "Company").

The Assignor warrants the validity and sufficiency of this Assignment, that no proceedings in bankruptcy or insolvency have been taken against the Assignor, nor has any assignment for the benefit of creditors been made by the Assignor, and that there are no outstanding assessments, liens or levies because of unpaid taxes or other obligations of the Assignor.

The Assignor further warrants that this Assignment is not for the purpose of circumventing the insurance licensing laws or any other applicable laws or regulations.

The Assignor hereby authorizes and directs the Company to pay over any such commissions to the Assignee, subject to the conditions herein, and it is agreed that any payment so made under this Assignment shall fully release the Company from all responsibility as to such sums paid.

The Assignor further agrees that the payments made under this Assignment do not alter the status of commissions earned under the terms and conditions of the Assignor's REPRESENTATIVE'S AGREEMENT with the Company and that commissions earned will be treated as constructively received in all commission statements to the Assignor and will be reported as taxable earnings to the Assignor.

The preceding agreed treatment will not apply to the situation wherein accordance with the undersigned's REPRESENTATIVE'S AGREEMENT with the Company, the Assignor's commissions are designated as zero. In this situation any taxable earning attributable to the Assignor's efforts will be reported as taxable earnings to the Assignee.

IN WITNESS THEREOF, the undersigned Assignor executes, and the undersigned Assignee accepts, this Absolute Assignment of Commissions on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Assignee

\_\_\_\_\_  
Signature of Assignor

### CONSENT TO ASSIGNMENT

Settlers Life Insurance Company (the "Company") hereby consents to the terms and conditions of the foregoing Assignment, assuming however, no responsibility for the validity or sufficiency thereof and upon the express condition that the interest of the Assignee is limited by and subject to the terms and conditions of the Assignor's REPRESENTATIVE'S AGREEMENT with the Company.

SETTLERS LIFE INSURANCE COMPANY

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

Title: \_\_\_\_\_

AGREEMENT

It is agreed by and between Diversified Insurance Brokers, Inc. (hereafter referred to as "Diversified"), and the Person, Persons or Agency stated below (hereafter referred to as "Producer") that in consideration of Diversified's continued goodwill and patronage.

- A. Producer agrees to obtain and maintain from the date of this Agreement forward, at Producer's expense, liability insurance coverage from an insurance carrier licensed to do business in the State of applicable jurisdiction. This insurance coverage will include protection against any errors or omissions on the part of Producer and/or his or her Agents and/or Employees. Producer agrees to provide proof of such insurance to Diversified (complete reverse side of this Agreement) and to furnish Diversified with a copy of the applicable insurance policy (or policies) upon the request of Diversified.
- B. In the event Producer does not obtain and maintain the liability insurance protection requested in paragraph "A", Producer agrees to hold Diversified harmless and indemnify Diversified against any and all liability, loss, damages, judgments, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by Diversified or imposed upon Diversified as a result of any allegedly wrongful or torturous act or omission on the part of Producer and/or his or her Agents and/or Employees.
- C. In the event Diversified is required to refund or return to the Insurer any commission or fee paid or credited to Producer, Producer will reimburse Diversified for this payment in full within thirty (30) days of the date of request for such payment. This also includes any advanced commission to any agent, corporation, partnership or sole proprietorship acting as an agent.

As long as any debit balance (advanced commissions) exists with a carrier, Producer agrees that no attempt will be made to replace business written under that carrier's contract within thirty six (36) months of termination of Producer's contract, or for the length of carrier's contract provision, whichever is greater.

In the event of Litigation to determine the respective rights, duties, and/or obligations of Diversified or Producer under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer agrees that this agreement is applicable to any and all companies he or she is contracted with through Diversified Insurance Brokers, Inc.

Producer certifies that the information provided in this Agreement is correct and complete.

Diversified Insurance Brokers, Inc. \_\_\_\_\_ Date \_\_\_\_\_

Producer (signature) \_\_\_\_\_ Date \_\_\_\_\_

Producer (print name) \_\_\_\_\_

Note: A. Sign Page 1 Only if you DO NOT have Errors & Omissions Insurance.

B. Sign Page 1 And page 2 if you DO have Errors and Omissions Insurance.

April 1, 2010

VERIFICATION OF ERRORS & OMISSIONS INSURANCE COVERAGE

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

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

Name of Producer's Current Errors & Omissions Carrier

(if NONE, please so state): \_\_\_\_\_

Current Policy Number \_\_\_\_\_

Effective Date of Current Coverage \_\_\_\_\_

Limit of Liability \_\_\_\_\_

\_\_\_\_\_ EACH CLAIM

\_\_\_\_\_ AGGREGATE

Retroactive \_\_\_\_\_

Deductible \_\_\_\_\_ EACH CLAIM

The policy described above will remain in effect until the expiration date shown and then be renewed with the same limits. Should this policy be cancelled or non-renewed, Producer will immediately notify Diversified Insurance Brokers, Inc. (Diversified).

Producer (signature) \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** Sign Page 1 AND 2, if you DO have Errors & Omissions Insurance. Please complete upper portion of this page giving detail of your Errors & Omissions policy. We will also need a copy of your policy declaration page.