

Solicitor Contract Kit

Assurity

Life Insurance Company

Lincoln, Nebraska



ASSURITY LIFE INSURANCE COMPANY

1526 K Street • PO Box 82533

Lincoln, NE 68501-2533

Toll Free 800-276-7619

Solicitor License Appointment Checklist

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

Appointment Application

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

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

Agreement

Sign, date and return the Agreement.

Authorization for the Release of Information

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.

Letter of Certification (If applicable)

Check state requirements to see if the state(s) where you have non-resident licenses require a letter of certification from your resident state. If required, obtain and send in with other forms.

Non-Resident Appointment Fees

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

Credit Card Authorization

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



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Appointment Guidelines for Business Received

Agent must be appointed before soliciting business

Washington

Appointment due no later than 10 days after date policy application was written

Utah

Appointment due no later than 30 days after date policy application was written

Georgia

Kansas

Pennsylvania

Virginia

Appointment due no later than 14 days after date policy application was received

California

Appointment due no later than 15 days after date policy application was received

Alabama

Arkansas

Connecticut

Delaware

Hawaii

Idaho

Louisiana

Maine

Massachusetts

Michigan

Minnesota

Mississippi

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

Oregon

South Carolina

South Dakota

Tennessee

Vermont

West Virginia

Wisconsin

Wyoming

Appointment due no later than 30 days after date policy application was received

Alaska

Arizona

Colorado

DC

Florida

Illinois

Indiana

Iowa

Kentucky

Maryland

Missouri

North Carolina

North Dakota

Ohio

Oklahoma

Rhode Island

Texas

Highlighted states must be held in a pending status – no commissions can be paid until we receive confirmation.

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

In these situations, we send the proposed policyowner a letter, including any refunds due, explaining why we are unable to accept the application, and the application is returned to the agent. Certainly, adherence to standard and procedures promotes our mutual, overall goal of promoting public confidence in us and our industry.



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RESIDENT APPOINTMENT INFORMATION

The following table shows what is required to process paperwork and appointment for both an agent and an agency together. **If paperwork is for the agent only, the agent must submit all licenses** for appointment(s) in each state they will solicit business. If you have any questions, please contact the Contracting and Appointment area.

State	Who Must Be Appointed		Send In A License Copy	
	Agent	Agency	Agent	Agency
AL	X		X	X
AK		X	X	X
AZ	X	X	X	X
AR	X	X	X	X
CA		X	X	X
CO	X	X	X	X
CT	X	X	X	X
DE	X		X	X
DC	X	X	X	X
FL	X		X	
GA	X		X	X
HI			X	X
ID		X	X	X
IL	X		X	If Licensed
IN	X		X	X
IA	X		X	
KS	X		X	X
KY	X	X	X	X
LA		X	X	X
ME	X	X	X	X
MD	X	X	X	X
MA		X	X	X
MI	X	X	X	X
MN	X		X	X
MS	X		X	X
MO	X		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		X	X	X
PA	X	X	X	X
RI	X	X	X	X
SC	X		X	X
SD	X	X	X	X
TN	X		X	
TX	X	X	X	X
UT		X	X	X
VT	X		X	
VA	X	X	X	X
WA		X	X	X
WV	X		X	
WI	X		X	If Licensed
WY		X	X	X



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NON-RESIDENT APPOINTMENT INFORMATION

The following table shows what is required to process paperwork and appointment for both an agent and an agency together. **If paperwork is for the agent only, the agent must submit all licenses and fees** for appointment(s) in each state they will solicit business. If you have any questions, please contact the Contracting and Appointment area.

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		30.00		X	
AK		X					X	X
AZ	X	X					X	X
AR	X	X					X	X
CA		X		X	24.00	24.00	X	X
CO	X	X					X	X
CT	X	X	X	X	45.00	45.00	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	
GA	X		X		20.00		X	X
HI							X	
ID		X					X	X
IL	X						X	If Licensed
IN	X						X	X
IA	X		X		8.00		X	
KS	X		X		5.00		X	X
KY	X	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	X	X					X	X
MA		X		X	75.00	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		10.00		X	X
MO	X		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					X	X
NM	X		X		23.00		X	
NY	Not Available							
NC	X		X		20.00		X	X
ND	X	X	X	X	*Retaliatory	*Retaliatory	X	X
OH	X	X	X	X	20.00	20.00	X	X
OK	X	X	X	X	40.00	40.00	X	X
OR		X		X			X	X
PA	X	X	X	X	15.00	15.00	X	X
RI	X	X					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	X	10.00	10.00	X	X
UT		X		X			X	X
VT	X		X		60.00		X	
VA	X	X	X	X	14.00	14.00	X	X
WA		X		X	20.00	20.00	X	X
WV	X		X		25.00		X	
WI	X		X		24.00		X	If Licensed
WY		X		X	15.00	15.00	X	X



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Appointment Application

COMPLETION INSTRUCTIONS

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

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

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

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

I. GENERAL INFORMATION

Mr. Mrs. Ms. Miss Name _____

Social Security # _____ Maiden or other name (If applicable) _____

Residence Address _____ Residence Phone (_____) _____

City _____ ST _____ Zip _____ Business Phone (_____) _____

Business Address _____ Fax Number (_____) _____

City _____ ST _____ Zip _____ Date of Birth _____

Email Address* _____ Gender (Optional) M F

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

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

Business Address Residence Address

II. AGENCY INFORMATION

Agency Name _____

Corporation Partnership Tax I.D. # _____

List officers and their titles below:

Name _____ Soc. Sec. # _____

Name _____ Soc. Sec. # _____

III. ASSIGNMENT OF COMMISSIONS (Select one option)

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

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

Agent's Signature _____ Date _____

IV. LICENSES

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

Current Resident License # _____ State(s) for Appointment _____

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



V. ERRORS AND OMISSIONS COVERAGE

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

Do you have Errors and Omissions Coverage? Yes No

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

VI. QUALIFICATION QUESTIONS

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

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

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

I understand and agree that:

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

Agent's Signature _____ **Date** _____

THIS BOX MUST BE COMPLETED	
WHO IS YOUR RECRUITING AGENT? _____	AGENT ID _____



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Authorization for Release of Information

I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge about me, to furnish any and all information in their possession regarding me for contracting/appointment purposes.

A photo copy of this authorization may be accepted in place of the original, and I specifically waive written notice from any present or former employer who may provide information based upon this authorization.

I hereby authorize Assurity to provide this information to the Agent(s), if any, to whom I am assigned.

Minnesota and Oklahoma applicants only

If you want a copy of the report ordered, check this box

The report will be sent by the consumer-reporting agency to you at your residential address listed in your contracting application.

Signature

Date

Please print full name

Date of Birth

CONSUMER NOTIFICATION

This notification is given to inform you that a consumer report or an investigative consumer report is being obtained for the purpose of evaluating you for employment purposes.

This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, from public records or through interviews with your neighbors, friends or associates.

You have the right to request additional disclosures regarding the nature and scope of the investigation and a summary of your rights under the Fair Credit Reporting Act.



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CREDIT CARD AUTHORIZATION

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

I ACKNOWLEDGE:

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

Name on Card _____

Card/Account Number _____

Expiration Date _____

Billing Address _____

City _____ State _____ Zip _____

Phone Number _____

Signature _____

Date of Signature _____

Mastercard

Visa

Discover

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



ASSURITY LIFE INSURANCE COMPANY
SOLICITOR AGREEMENT

Accepted:

By: Signature of Solicitor or Firm Principal

Print or Type Name and Title Here

ASSURITY LIFE INSURANCE COMPANY

This Agreement is effective _____.

Approved:

Company Officer

This Agreement is between the Solicitor who signed this Agreement (referred to as "you," "your," and "Solicitor" in this Agreement) and Assurity Life Insurance Company (we will be referred to as "Assurity," "our," "we," "us," and "the Company").

1. AGREEMENT

You agree to represent Assurity Life Insurance Company as a Solicitor in accordance with the terms of this Agreement, the rules, policies, procedures and guidelines of the Company and the laws and regulations of the state(s) in which you operate.

2. APPOINTMENT

Subject to the terms, limitations, and conditions of this Agreement, you are appointed to represent Assurity in the state(s) in which you maintain proper license and/or appointment. You are appointed to solicit applications for such policies as are issued by the Company wherever it 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.

3. RELATIONSHIP

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

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

4. 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 shall also collect the first premium. You shall immediately submit to Assurity applications and first premiums when received.
- 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 misdemeanor or felony criminal convictions relating to you or your employees.
- e. You shall comply with Assurity's policies and procedures concerning the replacement of life 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, 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 illustrations) to determine that the insurance or annuity you are proposing meets these needs;
 - ii. maintain a current license and valid appointment in all states in which you promote the sale of Assurity products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the state insurance departments and Assurity;
 - iii. comply with Assurity's policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
 - iv. submit, prior to use, all advertising materials intended to promote the sale of Assurity products to us for approval;
 - v. immediately report to us any customer complaints, and assist us in resolving the complaint to the satisfaction of all parties; and
 - vi. communicate these standards to any office personnel that you directly supervise and request their agreement to be bound by these conditions as well.

5. 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 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.



6. 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.

7. GENERAL PROVISIONS

- a. **Errors and Omissions Coverage.** For as long as this Agreement is in force, you shall maintain Errors and Omissions insurance with a carrier in amounts and with a deductible that we accept. You agree to provide evidence that such coverage is in force upon our request for such evidence.
- b. **Personal Liability.** You agree to indemnify us and hold us harmless from all losses and expenses we incur resulting from your acts or omissions other than those which we so authorize in writing.
- c. **Advertising.** You shall comply with our advertising rules. You shall not use, permit, or cause to be used, our name or any advertising regarding our products without obtaining our prior written consent.
- d. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- e. **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 or compensation payable hereunder without prior written approval by an authorized officer of the Company.
- i. **Release of Information.** You authorize us to provide your production records to the Agent(s), if any, to whom you are assigned.
- j. **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.
- k. **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. This Agreement is effective on the date indicated by the Company in this Agreement.
- l. **Privacy.** 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. Such nonpublic personal information includes, but is not limited to:
 - i. Application information, such as health status and history, assets and income;
 - ii. Identifying information, such as name, address and social security number;
 - iii. Transaction information such as policy activity, contract balances, purchases and withdrawals; and
 - iv. Information from other sources, such as credit reports.

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. Use or disclosure of Confidential Information shall comply with federal and state privacy laws, rules and regulations. You agree to adhere to the Company's policies and procedures stated herein related to maintaining the privacy and protection of applicants' and customers' Confidential Information.

You will implement appropriate measures to:

- i. Ensure the security and confidentiality of the Company's customer information;
- ii. Protect against any anticipated threats or hazards to the security or integrity of such information; and
- iii. Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Confidential Information shall be returned to the Company or destroyed upon our request, once the services contemplated by this Agreement have been completed, or upon termination of this Agreement. In addition, you shall not be entitled to use such Confidential Information for any purpose thereafter. You agree to permit Assurity to audit your compliance with this section during regular business hours upon reasonable notice. These provisions shall survive the termination of this Agreement.

8. TERMINATION

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

