



## ***Step-by-Step Guide***

- Submit agent contract/appointment to Banner Life
- Agent completes interview request with client
- Submit Request for Life Insurance Interview (RLI)
- Call Center conducts interview with client
- Application package sent directly to client
- Call Center orders paramedic exam
- Application package returned to Banner Life with client signatures
- Case management
- Underwriting decision
- Policy contract sent directly to client or agency
- Delivery requirements received and policy activated
- Agent receives commission

Electronic status updates are available every step of the way from:

- [www.LGAmerica.com](http://www.LGAmerica.com)
- IIT QuickView
- E-Z Data Commerce Agency
- AgencyWorks



For use by agents or  
AppAssist staff only.

## *The Agent's Guide to*



Banner Life's AppAssist<sup>®</sup> program is designed to make it easy for you to facilitate the sale of high-quality, low-cost term life insurance.

Now available with  e-Link<sup>™</sup>

The "e-Link" logo consists of the word "e-Link" in a bold, sans-serif font. The "e" is lowercase and the "Link" is uppercase. To the right of the word "Link", there are several chevron-like shapes pointing to the right, creating a sense of motion or connectivity. A trademark symbol (™) is located at the top right of the word "Link".

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# Step-By-Step Guide

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## Identify the need for life insurance.

- Talk to the prospective applicant(s). Find out if he or she has a specific coverage amount or period in mind.
- Determine the Banner Life term insurance policy that meets the need: OPTerm® 10, 15, 20 and 30 year plans are available in all states including DC, except Montana and New York.

## Determine the Underwriting Class and premium by completing the Request for Life Insurance Interview.

- The proposed insured's current health status and family history will determine the underwriting classification, which in turn determines the rate.
- Banner Life has five underwriting classes: preferred plus, preferred, standard plus, standard non-tobacco and standard tobacco. The preferred plus underwriting class has the lowest rates.
- E-Link is a secure online tool that will help determine the appropriate underwriting class.
- E-Link verifies the premium for the plan selected as well as alternative level premium periods.
- E-Link transmits the client's data directly to the Banner Call Center to begin the application process.
- The Request for Life Insurance Interview (LAA1297) can also be completed manually.
- A question about the proposed insured's current life insurance will determine whether replacement forms must be provided in accordance with state regulations. If replacement forms are needed, these forms will be included with the application package sent to the proposed insured.
- Do not accept cash or checks. Do not accept credit card information if the applicant is above age 70 or there is interest in coverage in excess of \$500,000 (\$250,000 in CA).

## Prepare the proposed insured for the interview and paramed exam.

- It is to your advantage to be sure the interested party receives a copy of the "Thank you for your interest..." form LAA1373 available in PDF format to be printed and mailed, e-mailed or faxed. The form has also been printed as a brochure, LAA 1374, which can be ordered through your general agent.
- Tell him or her to expect to hear from the Banner Life Call Center the business day after the interview request unless a more specific time was requested on the form.
- Explain that life insurance coverage is not in effect until the application is approved and all delivery requirements and the first premium payment have been received. Application approval is not guaranteed.

## Transmit the Request for Life Insurance Interview to Banner Life.

- At the conclusion of the e-Link interview simply select submit.
- If using the paper version, send by fax to 301.294.6960, email it to Banner-Submit@LGAmerica.com or mail it to Banner Life Insurance Company, 1701 Research Boulevard, Rockville, MD 20850.



For use by agents or  
AppAssist staff only.



Submit the Request for Life Insurance Interview online through e-Link

**AppAssist™ Login**

Contact Us      Legal and Security

Please enter your userid and password. Then click the Login button.

User ID:

Password:

- If you are a new user, please click [here](#) to get a User Identification and Password.
- If you have forgotten your User Identification and/or Password, please click [here](#).

**The Legal & General America Companies** Log  
 Banner Life Insurance Company  
 William Penn Life Insurance Company

**BannerLife**

AppAssist™ Home

Contact Us

- Request for Life Insurance Interview
- Interview Archives
- Customize Site
- Change Password

**Banner Life Insurance Company** April 12, 2006 - RLI-Options  
 1701 Research Blvd  
 Rockville, MD 20850  
 (800) 638-8428  
 www.bannerlife.com

Or by fax, mail or imaged email

BannerLife Insurance Company  
 1701 Research Blvd  
 Rockville, MD 20850

Date of Request: \_\_\_\_\_

### Request for Life Insurance Interview

**PROPOSED INSURED**

(First Name, Middle Initial, Last Name) \_\_\_\_\_ Date of Birth: (Month) (Day) (Year)

**RISK EVALUATION**

If answer to question is not known, please leave blank.

Criteria Questions	If No...	If Yes...	Check One Classification For Each Question
1. Have you used any nicotine-based products in the past: 1a. 36 months? 1b. 24 months? 1c. 12 months?	Check P+ and go to question 2. Check P and go to question 2. Check S+ and go to question 2.	Go to question 1a. Go to question 1c. Check ST and go to question 2.	P+ P S+ ST
2a. Do you have a history of alcohol or substance (drug) abuse? 2b. Has there been any abuse in the past 10 years?	Check P+ and go to question 3. Check P and go to question 3.	Go to question 2a. Check S and go to question 3.	P+ P S
3. Have you had any DUIs in the past: 3a. 5 years? 3b. 3 years?	Check P+ and go to question 4. Check S+ and go to question 4.	Go to question 3a. Check S and go to question 4.	P+ S+ S
4. Have you had more than two motor vehicle moving violations in the past three years?	Check P+ and go to question 5. Check S+ and go to question 5.	Check S and go to question 5.	P+ S+
5a. Has either parent or a sibling had a history of cardiovascular disease or cancer before age 60? 5b. Has either parent died as a result of cardiovascular disease or cancer before age 60? 5c. Have both parents died as a result of cardiovascular disease before age 60?	Check P+ and go to question 6. Check P and go to question 6. Check S+ and go to question 6.	Go to question 5a. Go to question 5c.	P+ P S+ S
6. What is your height? _____ weight? _____ Based on height and weight, select the underwriting classification according to the build chart below. If weight meets or exceeds limit for standard (S) class, check S.			P+ P S+ S
7. What is the lowest (on a scale where P+ is highest) underwriting class checked in any of the answers to questions 1-6?			P+ P S+ S ST

**Build Chart**

Height	P+			P			S		
	Min	Max	Weight	Min	Max	Weight	Min	Max	Weight
5'0"	144	153	145	144	153	145	144	153	145
5'1"	148	157	149	148	157	149	148	157	149
5'2"	152	161	153	152	161	153	152	161	153
5'3"	156	165	157	156	165	157	156	165	157
5'4"	160	169	161	160	169	161	160	169	161
5'5"	164	173	165	164	173	165	164	173	165
5'6"	168	177	169	168	177	169	168	177	169
5'7"	172	181	173	172	181	173	172	181	173
5'8"	176	185	177	176	185	177	176	185	177
5'9"	180	189	181	180	189	181	180	189	181
5'10"	184	193	185	184	193	185	184	193	185
5'11"	188	197	189	188	197	189	188	197	189
6'0"	192	201	193	192	201	193	192	201	193

This questionnaire is designed to provide a tentative premium classification based on a portion of the criteria used to determine final premium classification. Final premium classification and actual rates will be subject to and based upon the entire underwriting process, your medical history, illustration provided during your interview with the Banner Life Center representative, and any specific underwriting requirements and criteria. Please refer to the policy form for full disclosure of benefits and limitations. Terms and policy provisions may vary by state. Not available in Alaska.

Legend:  
 P+ Preferred Plus  
 P Preferred  
 S+ Standard Plus  
 S Standard  
 ST Standard Select

LAA1297 (10/05) Page 1 of 2

**PROPOSED INSURED INFORMATION**

Proposed Insured

Male  Female, interested in applying for \$ \_\_\_\_\_ amount of Term Life Insurance from Banner Life Insurance Company for a period of  10  15  20  30 years (Please check only one).

Quoted Premium \_\_\_\_\_ Billing Frequency  Annual  Semi-Annual  Quarterly  Monthly

Is this prospective policy to replace any existing insurance?  Yes  No

Is this insurance for a business purpose? (e.g., Keyman, Stock Redemption, Buy/Sell)  Yes  No

Please contact me: Date \_\_\_\_\_ Local time:  All Day  Home  Work  
 (Available Interview Hours: Monday - Friday, 9:00 a.m. to 10:30 p.m. ET)

Primary Telephone No. \_\_\_\_\_  
 Secondary Telephone No. \_\_\_\_\_

Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**AGENT INFORMATION**

Financial Institution/Marketing Entity \_\_\_\_\_

Agent Name \_\_\_\_\_ Agent Social Security Number: XXX - XX - \_\_\_\_\_  
 Agent Number \_\_\_\_\_ Agent Contact Phone Number \_\_\_\_\_  
 Agent Signature \_\_\_\_\_ Date Signed \_\_\_\_\_  
 Brokerage General Agent (BGA) \_\_\_\_\_ BGA Number \_\_\_\_\_

**CREDIT CARD INFORMATION**

If you would like to take advantage of the credit card option, please complete the following (available for initial premium only; not available in Alaska, California, Maryland, New Jersey, North Carolina and Oklahoma):

If a policy is issued, please apply the initial life insurance premium to my  MasterCard  Visa

Credit Card Number \_\_\_\_\_ Expiration Date (Month) (Year) \_\_\_\_\_

Credit Cardholder (Exactly as name appears on card) \_\_\_\_\_  
 Cardholder Signature \_\_\_\_\_

**DISCLAIMER**

This is not an application for life insurance coverage. Signing or completing this form will in no way serve to create or commence life insurance coverage. Signing or completing this form does NOT mean that coverage is effective. Credit card information is for administrative convenience only. Providing credit card information does not bind, commence, or create life insurance coverage. Any application for life insurance coverage will be subject to underwriting qualification by Banner Life Insurance Company. Coverage will become effective only if an application is completed in accordance with the terms of the application or Conditional Receipt, if issued.

Please send the completed form to 1701 Research Blvd., Rockville, MD 20850, fax to 301-294-6960 or email to Banner-Submit@gamerica.com.

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For copies of forms, ratecard, illustration software or customer brochures, see your general agency, your general agency website, www.LGAmerica.com or use e-Link to complete the Risk Evaluation Request online at www.LGAppAssist.com/rlilogin.htm.



For use by agents or AppAssist staff only.



### **The fast, easy and most direct way to submit your RLI:**

- Easy access at [www.LGAppAssist.com/rlilogin.htm](http://www.LGAppAssist.com/rlilogin.htm)
- Guides you through the RLI questions
- Helps estimate the underwriting classification
- Verifies premiums
- Submits the data directly to the Banner Life Call Center to begin the application process
- Faster turnaround time from application to delivery

### **Electronic status updates are available every step of the way from:**

- [www.LGAmerica.com](http://www.LGAmerica.com)
- IIT QuickView
- E-Z Data Commerce Agency
- AgencyWorks

### **Completion of the Request for Life Insurance Interview:**

- Ask every question so the request is complete. If using a paper form, please write legibly.
- Specifications for OPTerm® 10, 15, 20 or 30 can be found on the ratecard or by selecting "Term Rates" on [www.LGAmerica.com](http://www.LGAmerica.com).
- Applications for coverage that will replace life insurance already in force are subject to state regulation. If replacement is a possibility, answer "yes."
- Credit cards can be used for initial payments only. If credit card information is recorded, client signature is required. Do not accept credit card information if the proposed insured is above age 70 or there is interest in coverage in excess of \$500,000 (\$250,000 in CA). (Not available in Alaska, Maryland, New Jersey, North Carolina and Oklahoma.)
- Do not accept cash or checks. If the client prefers to pay the first premium by check, payment will be requested when and if the application is approved.
- Be sure to include your agent number as well as the name of the general agency you are representing. This will allow us to track your submission.

### **To make your premium quotation more accurate:**

- Ask the potential applicant the Risk Evaluation questions.
- The preferred plus class has the lowest rates. Be careful about quoting preferred plus; you may be setting expectations too high.
- Use of any nicotine product in the past 12 months means that standard tobacco class is the lowest rate possible. Standard plus or standard non-tobacco may be available if the proposed insured quit at least one year ago.
- Height and weight information should be compared to the build charts for guidance in estimating underwriting class.
- Check with your general agency if you need help with premium calculations. Premiums can be calculated manually using an OPTerm ratecard or on a PC using Banner Life's Illustration Manager software.



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# AppAssist<sup>®</sup> Checklist

## Use this list to ensure that your responsibilities as the agent have been fulfilled.

- Complete the Request for Life Insurance Interview. Do it online through e-Link or fill out form LAA1297 and send it by fax, mail or imaged e-mail.
- Do not accept credit card information for interest in coverage in excess of \$500,000 (\$250,000 in CA) or if the proposed insured is older than age 70. ONLY THE INITIAL PREMIUM can be paid by credit card. If this is the client's preference, the appropriate authorization forms will be sent at the time of policy delivery. Credit cards will not be charged until the application is completed, all delivery requirements are received and the policy is issued. (Not available in Alaska, Maryland, New Jersey, North Carolina and Oklahoma.)
- DO NOT ACCEPT CASH OR CHECKS. If the client prefers to pay by check, payment will be requested when and if the application is approved.
- It is to your advantage to be sure the client receives a copy of the *Thank You for Your Interest...* form. The Banner Life Call Center will also email a copy prior to its phone call. The brochure version, LAA1374, can be ordered through your general agency. The LAA1373 form in PDF format can be printed and given, e-mailed or faxed.
- Make sure the client understands that life insurance coverage is not in force until the application is approved and the first premium and any delivery requirements have been received. Application approval is not guaranteed.
- At the conclusion of the e-Link interview select submit at [www.LGAppAssist.com/rlilogin.htm](http://www.LGAppAssist.com/rlilogin.htm). You can also fax RLI form LAA1297 to 301.294.6960, email to [Banner-Submit@LGAmerica.com](mailto:Banner-Submit@LGAmerica.com) or mail to Banner Life Insurance Company, 1701 Research Blvd., Rockville, MD 20850.

*For copies of this and other forms, ratecards or customer brochures, see your general agency, your general agency website or [www.LGAmerica.com](http://www.LGAmerica.com).*



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## The Interview

Once the Request for Life Insurance Interview is received by Banner Life's home office, submission through e-Link triggers the process to assign a policy number and make the data available to the Banner Life Call Center. Requests sent by other methods are promptly recorded for tracking purposes and forwarded to the Call Center. The Call Center is staffed by insurance professionals who will call at the time and place specified. The person who calls will ask questions that will be used to complete an application for life insurance. The information on the application will ultimately be reviewed by a Banner Life underwriter to determine qualification for the coverage requested.

In most cases, the interview takes only 30 minutes. It's important that the proposed insured has the following on hand:

- driver's license number
- the names, addresses and phone numbers of any doctors, hospitals or clinics visited
- reasons for and dates of treatment
- the names, dosages and frequencies of any prescription medicines
- other life insurance policies including company names and coverage amounts
- financial information including income, assets, liabilities and net worth

## The Application

The completed application and further instructions will be sent to the applicant via a two-day delivery service.

All of the information provided will be kept confidential in accordance with our privacy policy and will be used only for consideration of the coverage for which is applied. Our corporate privacy policy can be found on Banner Life's website at [www.BannerLife.com](http://www.BannerLife.com).

## The Paramed Exam

The Banner Life Call Center will arrange for an abbreviated exam by a paramedical technician. The exam can take place in the proposed insured's home or office. It is scheduled approximately seven business days after the telephone interview. The exam results enable Banner Life to offer the most competitive rate possible for the life insurance policy.

The exam will include:

- measurement of height, weight, blood pressure and pulse rate
- collection of blood and urine specimens
- in some cases, an electrocardiogram (EKG)
- in some cases, a medical history report

It is suggested that the proposed insured get a good night's sleep prior to the exam and, if possible, skip heavy exercise on the day it's scheduled. Best results are obtained if the proposed insured is relaxed and:

- does not eat solid foods or drink alcoholic beverages eight hours prior to the exam
- avoids tobacco or caffeine products for at least one hour prior to the exam
- drinks a glass of water before providing the urine specimen

Prior to the paramed's visit, the proposed insured should review the application and other forms he or she received by two-day delivery service and return to Banner as soon as possible to begin the underwriting process. After the paramed completes the exam they will submit their results directly to Banner. The process normally takes two to four weeks. Life insurance coverage is not in effect until the application is approved, and any delivery requirements and the first premium payment have been received. Approval is not guaranteed.



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## Questions & Answers

### **Does the agent need to be contracted/appointed before soliciting/submitting a Request for Life Insurance Interview?**

Yes, the agent appointment process must be completed before a request is submitted since we use an agent's electronic signature on the application.

### **How does the Risk Evaluation help the application process?**

The Risk Evaluation helps to accurately define the underwriting risk class. This leads to 80-90% of applications being issued as applied for. Policy placement is improved because proposed insureds are quoted more accurate premiums at the time of application submission.

### **How do I submit the Request for Life Insurance Interview form?**

You can submit through e-Link at [www.LGAppAssist.com/rillogin.htm](http://www.LGAppAssist.com/rillogin.htm), fax to 301.294.6960, email to [Banner-Submit@LGAmerica.com](mailto:Banner-Submit@LGAmerica.com) or send it via agency imaging system direct to Banner Life.

### **How many times will the call center attempt to contact the client?**

Currently the call center will attempt to reach the client every other day until contact is made or maximum number of call attempts are reached. If the case is closed due to the maximum number of call attempts reached, the case will be closed; however, the client can reschedule or reopen at a later date.

### **How do I know the status of my client's interview or formal case?**

Banner Life provides real-time status on our website, and we send daily updates to the general agency management systems (IIT, AgencyWorks and E-Z Data).

### **Who orders the abbreviated paramedical exams, attending physician statements (APSs) or inspection reports?**

Banner Life will always order all exams, APSs, etc. for the client. We currently use Portamedic for paramedical exams and EMSI for APS requests.

### **Who performs case management?**

Banner Life will obtain any missing information directly from the client on the agent's behalf. We will follow up with any vendors to ensure that exams and APS requirements are received in a timely manner. We also will follow up with the client to ensure he or she has received the application package and submitted any delivery requirements.



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# Questions & Answers

## Who is eligible for AppAssist?

Those who meet the AppAssist paramedical exam requirements below are eligible:

Issue Age	Coverage Amount
≤ 50	Up to \$3,000,000
51 - 65	Up to \$1,500,000
66 - 74	Up to \$500,000

If a proposed insured's build will result in a Table 4 or higher rating he or she is ineligible for the AppAssist program.

## How do I know if my client does not qualify for insurance or decides to cancel?

We will send an electronic status that can be viewed on our website or the general agency management system stating the date and reason for cancellation.

## How do I know if the interview was cancelled?

The general agent will be notified by email if the process was cancelled due to uninsurability of the proposed insured or if the client cancels at any time during the process.

## What else do I need to do?

Nothing! Just wait for the case to be placed and for your commission to be sent directly to your bank account via EFT.



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**Your general agency is your resource for answers to questions about Banner Life term policies or the AppAssist® process.**

### **When in doubt, it's important to ask.**

If you have questions about coverage, premium payments or the underwriting evaluation process, please contact your general agency.

Prospective applicants who have questions can call the Banner Life Call Center at **800.839.5960**.

Monday - Friday 8:30 am - 11:00 pm ET

### **Banner Life has more than 50 years of financial strength.**

Banner Life Insurance Company is a Legal & General America company, a wholly owned subsidiary of Legal & General Group Plc. Banner Life is domiciled in Maryland. Its life insurance products are sold through independent life brokerage agencies in 48 states and the District of Columbia.

### **Important Information**

OPTerm 10, 15, 20 and 30 are term life insurance policies issued by Banner Life Insurance Company, Rockville, MD. They are not available in all states and products may vary by state. The policy form is RT-97; state variations may apply.

Policy descriptions are not a statement of contract; please refer to the policy form for full disclosure of benefits and limitations.

OPTerm 10 issue ages 20-80 and 20-70 in the state of Washington. OPTerm 15 issue ages 20-70 and 20-65 in the state of Washington. OPTerm 20 issue ages 20-65, 20-62 in Oregon and 20-60 in the state of Washington. OPTerm 30 issue ages 20-50 and 20-45 in the states of Oregon and Washington for standard tobacco class only. Premium rates vary by coverage amount: \$100,000-\$249,999, \$250,000-\$999,999 or \$1 million and above. Premiums quoted include \$50 annual policy fee. Premiums are guaranteed to stay level for 10, 15, 20, or 30 years, respectively, and increase annually after initial guarantee period. OPTerm policies can be issued in preferred plus non-tobacco (no nicotine use in past 36 months), preferred non-tobacco (no use in past 24 months), standard plus non-tobacco (no use in past 12 months), standard non-tobacco and standard tobacco classes. OPTerm 10, 15, 20 and 30 substandard policies can be issued through Table 12, subject to underwriting discretion. Coverage can be renewed to age 95. Policies can be returned without obligation within 20 days of receipt. Two-year contestability and suicide provisions apply.

This risk evaluation is designed to provide a tentative premium classification based on a portion of the criteria used to make a final classification. Besides heart disease, diabetes and cancer, certain other medical histories may be of such importance to affect the classification you may ultimately receive. Participation in aviation or other hazardous avocations or sports may change the classification as well. Approval and actual rates will be based upon the entire underwriting process, including but not limited to, information provided on the application, examination, blood and urine test results, blood pressure and cholesterol readings, specific underwriting requirements and criteria. Please refer to the policy form for full disclosure of benefits and limitations. Forms and policy provisions may vary by state.



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# Request for Life Insurance Interview

## PROPOSED INSURED

\_\_\_\_\_  
 (First Name, Middle, Last Name)

(Social Security/Tax ID Number)

Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 (Month) (Day) (Year)

## RISK EVALUATION

Criteria Questions	If No...	If Yes...	Check One Classification For Each Question
1 Have you used any nicotine-based products in the past 1a. 36 months? 1b. 24 months? 1c. 12 months?	Check P+ and go to question 2. Check P and go to question 2. Check S+ and go to question 2.	Go to question 1b. Go to question 1c. Check ST and go to question 2.	<input type="checkbox"/> P+ <input type="checkbox"/> P <input type="checkbox"/> S+ <input type="checkbox"/> ST
2 2a. Do you have a history of alcohol or substance (drug) abuse? 2b. Has there been any abuse in the past 10 years?	Check P+ and go to question 3. Check P and go to question 3.	Go to question 2b. Check S and go to question 3.	<input type="checkbox"/> P+ <input type="checkbox"/> P <input type="checkbox"/> S
3 Have you had any DUIs in the past 3a. 5 years? 3b. 3 years?	Check P+ and go to question 4. Check S+ and go to question 4.	Go to question 3b. Check S and go to question 4.	<input type="checkbox"/> P+ <input type="checkbox"/> S+ <input type="checkbox"/> S
4 Have you had more than two motor vehicle moving violations in the past three years?	Check P+ and go to question 5.	Check S+ and go to question 5.	<input type="checkbox"/> P+ <input type="checkbox"/> S+
5 5a. Has either parent or a sibling had a history of cardiovascular disease or cancer before age 60? 5b. Has either parent died as a result of cardiovascular disease or cancer before age 60? 5c. Have both parents died as a result of cardiovascular disease before age 60?	Check P+ and go to question 6. Check P and go to question 6. Check S+ and go to question 6.	Go to question 5b. Go to question 5c. Check S and go to question 6.	<input type="checkbox"/> P+ <input type="checkbox"/> P <input type="checkbox"/> S+ <input type="checkbox"/> S
6 What is your height? _____ weight? _____ Based on height and weight, select the underwriting classification according to the build chart below. If weight meets or exceeds limit for standard (S) class, check S.			<input type="checkbox"/> P+ <input type="checkbox"/> P <input type="checkbox"/> S+ <input type="checkbox"/> S
7 <b>What is the lowest (on a scale where P+ is highest) underwriting class checked in any of the answers to questions 1-6?</b>		<b>Check one box.</b>	<input type="checkbox"/> P+ <input type="checkbox"/> P <input type="checkbox"/> S+ <input type="checkbox"/> S <input type="checkbox"/> ST

Build Chart

Height	P+		P		S+		S		Height	P+		P		S+		S	
	Male	Female	Male/Female	Male/Female	Male/Female	Male/Female	Male	Female		Male/Female	Male/Female	Male/Female	Male/Female	Male/Female			
5'0"	144	135	158	166	172	6'0"	207	180	228	240	249						
5'1"	148	138	163	172	178	6'1"	213	184	234	245	255						
5'2"	153	140	168	175	183	6'2"	219	188	241	253	263						
5'3"	158	143	174	182	190	6'3"	225	193	247	259	269						
5'4"	163	145	179	188	195	6'4"	230	197	253	265	276						
5'5"	168	148	185	194	202	6'5"	237	201	260	272	283						
5'6"	174	150	191	200	208	6'6"	243	205	267	280	291						
5'7"	179	155	197	206	215	6'7"	249	209	274	287	299						
5'8"	185	160	203	212	221	6'8"	256	214	281	294	306						
5'9"	190	165	209	219	228	6'9"	262	218	288	302	314						
5'10"	196	170	215	226	234	6'10"	268	222	295	309	322						
5'11"	201	175	221	231	241	6'11"	276	226	303	317	330						

This questionnaire is designed to provide a tentative premium classification based on a portion of the criteria used to determine a final premium classification. Final approval, classification, and actual rates will be subject to and based upon the entire underwriting process, your medical history, information developed during your interview with the Banner Call Center representative and/or any specific underwriting requirements and criteria. Please refer to the policy form for full disclosure of benefits and limitations. Forms and policy provisions may vary by state. Not available in all states.

Legend	
P+	Preferred Plus
P	Preferred
S+	Standard Plus
S	Standard
ST	Standard Tobacco



# Thank you for your interest in life insurance from Banner Life.

Here's what to expect from the interview you requested.

## The Interview Process

Notice of your interest in a life insurance interview from Banner Life will be sent electronically to Banner Life's home office. Once received, the facts you provided will be recorded for tracking purposes and forwarded to the Banner Life Call Center.

The Call Center is staffed by insurance professionals who will call you at the time and place you specified. The person who calls will ask questions that will be used to complete an application for life insurance and schedule your paramed exam. The information on your application will ultimately be reviewed by a Banner Life underwriter to determine whether you qualify for the coverage requested.

All of the information you provide will be kept confidential in accordance with our privacy policy and will be used only for consideration of the coverage for which you apply. Your privacy is important to us and our corporate privacy policy can be found on Banner Life's website at [www.BannerLife.com](http://www.BannerLife.com).

In most cases, the interview takes only 30 minutes. It's important to have on hand:

- your driver's license number
- names, addresses and phone numbers of doctors, hospitals or clinics you've visited
- reasons for and dates of treatment
- the names, dosages and frequencies of any prescription medicines you are taking
- other life insurance policies including company names and coverage amounts
- financial information including income, assets, liabilities and net worth

## The Application

After the telephone interview, the completed application and further instructions will be sent to you via two-day delivery service.

## The Paramed Exam

The Banner Life Call Center will arrange for an abbreviated exam by a paramedical technician. For your convenience, the exam can take place in your home or office. The paramed will contact you to confirm the scheduled exam; it usually takes place approximately seven business days after your telephone interview. The exam results enable Banner Life to offer you the most competitive rate possible for your life insurance policy.

## The exam includes

- measurement of your height, weight, blood pressure and pulse rate
- collection of blood and urine specimens
- in some cases, an electrocardiogram (EKG)
- in some cases, a medical history report

Get a good night's sleep prior to the exam and, if you can, skip heavy exercise on the day it's scheduled. You'll see best results if you relax and also:

- do not eat solid foods or drink alcoholic beverages eight hours prior to the exam
- avoid tobacco or caffeine products for at least one hour prior to the exam
- drink a glass of water before providing the urine specimen

## Policy Coverage

Life insurance coverage is not in effect until your application is approved, and any outstanding policy requirements and your first premium payment have been received. Approval is not guaranteed.

## If you have any questions...

The Banner Life Call Center can be reached at 800.839.5960.

Monday - Friday 8:30 am - 11:00 pm ET

## About Banner Life

Banner Life Insurance Company is a Legal & General America company, a wholly owned subsidiary of Legal & General Group Plc. Banner Life's overall financial strength has been recognized by two independent organizations:

- A+ (Superior) from A.M. Best
- AA from Standard and Poor's

Banner Life is domiciled in Maryland. Its life insurance products are sold through independent life brokerage agencies in 48 states and the District of Columbia.





## Checklist

Use this list to ensure that your responsibilities as the agent have been fulfilled.

- Complete the Request for Life Insurance Interview form (LAA1297).
- Do not accept credit card information for interest in coverage in excess of \$500,000 (\$250,000 in CA) or if the proposed insured is older than age 70. ONLY THE INITIAL PREMIUM can be paid by credit card. If this is the client's preference, the appropriate authorization forms will be sent at the time of policy delivery. Credit cards will not be charged until the application is completed, all delivery requirements are received and the policy is issued. (Not available in Alaska, Maryland, New Jersey, North Carolina and Oklahoma.)
- DO NOT ACCEPT CASH OR CHECKS. If the client prefers to pay by check, payment will be requested when and if the application is approved.
- It is to your advantage to be sure the client receives a copy of the *Thank You for Your Interest...* form. The Banner Life Call Center will also email a copy prior to its phone call. The brochure version, LAA1374, can be ordered through your general agency. The LAA1373 form in PDF format can be printed and given, emailed or faxed.
- Make sure the client understands that life insurance coverage is not in force until the application is approved and the first premium and any delivery requirements have been received. Application approval is not guaranteed.
- At the conclusion of the e-Link interview select submit at [www.LGAppAssist.com](http://www.LGAppAssist.com). You can also fax RLI from (LAA1297) to 301.294.6960, email to [Banner-Submit@LGAmerica.com](mailto:Banner-Submit@LGAmerica.com) or mail to Banner Life Insurance Company, 1701 Research Blvd., Rockville, MD 20850.

For copies of forms, ratecards or customer brochures, see your general agency, your general agency website or [www.LGAmerica.com](http://www.LGAmerica.com).



For use by agents or  
AppAssist staff only.



## ***Interview Confirmation Email***

This e-mail will be sent to all scheduled interview applicants no later than 24 hours prior to the interview.

Dear (first and last name),

Thank you for scheduling an application interview with Banner Life Insurance Company on (date and time). This email will provide you with helpful information regarding your application interview and follow up Paramed Exam.

### **Telephone Interview Process:**

- Interview will take approximately 30 minutes
- You will need the following available:
  - Drivers license
  - Names, addresses and phone numbers of doctors, hospitals or clinics you've visited
  - Date of and reasons for treatment
  - Names, dosages, and frequencies of any prescription medicines you are taking
  - Other life insurance policies including company names and coverage amounts
  - If applicable, financial information including income, assets, liabilities and net worth

### **Post Interview Application Process:**

After the interview has been completed, a UPS courier will deliver your life insurance application and further instructions within 2 business days.

The Banner Life Call Center will arrange for an abbreviated exam by a paramedical technician (paramedic). You will be contacted within 24-48 hours of your interview to confirm the exam. For your convenience, the exam can take place in your home and consists of:

- Measurement of your height, weight, blood pressure and pulse rate
- Collection of blood and urine specimens
- If applicable, an electrocardiogram (EKG)

Upon completion of the exam, sign and return your application in the postage paid envelope provided in your application package.

If you have any further questions please feel free to contact us at 800.839.5960, Monday thru Friday from 8:30 am to 11:00 pm, Eastern Standard Time. Thank you for choosing Banner Life Insurance Company.

Sincerely,

Banner Life Insurance Company



For use by agents or  
AppAssist staff only.



## ***Interview Completion Email***

Dear (First and last name),

Thank you for completing your application for life insurance with Banner Life on (date). We welcome the opportunity to serve your life insurance needs.

For your records, your application number is (app number).

At your request, we are providing you with the following information which outlines the steps in the life insurance application process:

### **I. Application Process**

- The information you provided during the telephone interview has been electronically transferred and printed on our paper application.
- The application, and any other necessary forms, are being sent to you via an overnight courier (UPS). You should have the application package within 2 business days.
- If you are not available when the courier arrives, the driver will make the determination if they can securely leave your package at your residence. If the driver does not opt to leave the package, they will leave you a note indicating the next delivery date (usually the next business day) and/or provide a telephone number so that you can arrange to pick up the package.
- The application package contains all the required forms and detailed instructions. Please review the application in its entirety to ensure all of the information that you provided is correct.
- You can make corrections to the application by simply striking a line (using black ink) through the information, writing the correct information above or below the line, and then initialing the change. Please do not use correction fluid or white out.
- Once you have reviewed, signed and retained any copies of the application where noted, enclose the package in the pre-addressed, postage paid return envelope and mail to us for processing.

### **II. Medical Examination**

- A licensed, certified paramedic will be contacting you in the next 24-48 hours to conduct an examination, which is necessary to complete the application process.
- The examination usually takes 30 minutes and includes: blood pressure and pulse measurements, height and weight measurements and the collection of blood and urine samples
- The examiner will send the measurements and samples to a fully accredited and certified laboratory for analysis.
- The laboratory will then send the results directly to Banner Life within 2 business days.



For use by agents or  
AppAssist staff only.



## ***Interview Completion Email***

### **III. Underwriting Your Application**

- Once we receive the application, and all other information (e.g. examination results, physician records, motor vehicle reports, etc.), the assigned underwriter will make a decision on your application for life insurance.
- The entire process typically takes 30 days to complete.
- Banner Life may contact you directly at the telephone number(s) we have on file, to obtain any missing and/or additional information needed.

### **IV. Completing The Process**

- Once your life insurance application is approved, we will mail you, via regular mail, a policy contract.
- The contract will include the instructions necessary to activate your policy. This typically includes the initial payment, or premium, and signatures on additional documents, if needed .

### **About Banner Life**

Banner Life Insurance Company is more than 50 years strong. Chartered in 1949 as Government Employees Life Insurance Company (GELICO), we were acquired by Legal & General Group Plc. ([www.legal-and-general.co.uk](http://www.legal-and-general.co.uk)) as a wholly owned subsidiary in 1981. In 1983, our name was changed to Banner Life, signifying our flagship position with Legal & General America ([www.bannerlife.com](http://www.bannerlife.com)) in the United States. Banner Life's life insurance products are sold through independent life brokerage agencies in 48 states and the District of Columbia.

While we are proud to be a member of the Legal & General Group Plc., we take an even greater pride in our financial and management independence. Our ratings indicate that Banner Life can and will honor its commitments to policyowners, based on its own, independent financial strength.

### **Banner Life has:**

- An A+ (Superior) rating from A.M. Best for financial strength and operating performance, the highest of Best's 10 rating categories
- An AA rating from Standard & Poor's for financial strength

Please contact us at the toll free number below should you have any questions. Thank you for giving us the opportunity to fulfill your life insurance needs!

Banner Life Insurance Company  
1701 Research Boulevard  
Rockville, Maryland 20850  
800.839.5960



For use by agents or  
AppAssist staff only.



# Credit Card Authorization (For Initial Premium Only)

## I. Instructions

1. Enter the name of the proposed insured.
2. Indicate the amount of the **proposed** premium. It must at least be equal to the first premium payment or first two premium payments if paying monthly.
3. Sign and date this authorization (Section III) and return with application package.

Note: Credit Card option is not available in Alaska, California, Maryland, New Jersey, North Carolina and Oklahoma.

## II. Payment Information

Name of Proposed Insured: \_\_\_\_\_

Indicate the amount of the proposed premium: \$ \_\_\_\_\_  
*(It must at least be equal to the first premium payment or first two premiums if paying monthly.)*

Payment method (initial payment only): VISA®  or MASTERCARD®

Name of cardholder (exactly as it appears on card): \_\_\_\_\_

Card number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_      Expiration date \_\_\_\_ - \_\_\_\_

## III. Authorization

I authorize Banner Life to collect the proposed premium stated above by the payment method I have selected. I understand and agree that this authorization is subject to the following conditions:

- Use of the selected payment method does not alter any provisions of any policy issued by Banner Life.
- **Signing this authorization does NOT mean that coverage is effective; coverage is effective only as stated in the application or conditional receipt, if issued.**
- Banner Life will process the credit card payment only when one of the following events occur: 1) Banner Life has approved the policy for issue and there are no documents requiring the owner and/or insured's signature; or 2) The policy has been accepted and Banner Life has received all of the necessary documents requiring the signature of the owner and/or insured.
- Any refund of initial premium paid by credit card will be refunded to the credit card account provided on this authorization.
- If the payment method selected is not honored upon presentation, no coverage will be in effect and Banner Life will terminate any further attempt to use this payment method.
- This authorization may be withdrawn by the undersigned upon written notice at any time prior to presentation for payment. This authorization pertains to payment of the proposed premium only in the amount specified on this form, or the first premium due, or first two premiums due if paying monthly.

\_\_\_\_\_  
Authorized Cardholder Signature  
*(Ensure that **only** the cardholder signs here)*

\_\_\_\_\_  
Date



1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 279-4800  
(800) 638-8428

**BANNER LIFE INSURANCE COMPANY  
ROCKVILLE, MARYLAND**

**Agent/Broker Agreement Adoption Authorization**

In consideration of the covenants contained in the Banner Life Agent/Broker Agreement (AB-20 AB Agreement (07/01)), this ADOPTION AUTHORIZATION is executed as set forth below by and among Banner Life Insurance Company, called the Company, and the General Agent and the Agent/Broker.

All of the parties hereto acknowledge that they have received and read the Banner Life Agent/Broker Agreement (AB-20 AB Agreement (07/01)).

IN WITNESS WHEREOF, the parties hereto have signed this ADOPTION AUTHORIZATION and agree it is effective as of the date authorized by the Company, i.e., The Contract Date.

**Agent/Broker**

**General Agent**

\_\_\_\_\_  
Firm Name, if contracted

\_\_\_\_\_  
Firm Name, if contracted

By \_\_\_\_\_  
Print Name & Title

By \_\_\_\_\_  
Print Name & Title

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

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

**Banner Life Insurance Company**

By:     Joseph M. Sullivan  
          Chief Marketing Officer

\_\_\_\_\_  
Signature



1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 279-4800  
(800) 638-8428

**SIGNATURE AUTHORIZATION ADDENDUM  
BANNER LIFE INSURANCE COMPANY  
ROCKVILLE, MARYLAND**

The Agent/Broker/General Agent authorizes the Company or the Company's Call Center to indicate receipt of the Agent/Broker/General Agent signature (in either original, facsimile or electronic format) and/or to affix a facsimile of the signature below on all life insurance applications and related forms processed on behalf of the Agent/Broker/General Agent. The signature is that of the Agent/Broker/General Agent, an authorized officer, or the principal of the Agent/Broker/General Agent organization and one licensed to conduct life insurance transactions in jurisdictions in which the Agent/Broker/General Agent operates. The Agent/Broker/General Agent will immediately notify the Company should the authorization for use of this signature be terminated or revoked in any jurisdiction.

(Authorized Agent/Broker/General Agent must sign in box below)

\_\_\_\_\_  
Print Name of above Agent/Broker/General Agent

\_\_\_\_\_  
Print Name and Title of Principal or Authorized Officer  
for Agent/Broker/General Agent, if applicable

\_\_\_\_\_  
Signature of Agent/Broker/General Agent, or Principal  
or Authorized Officer For Agent/Broker/General Agent

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

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature of Witness

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



1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 279-4800  
(800) 638-8428

## BIOGRAPHICAL INFORMATION FOR CONTRACT APPLICANT

This form must accompany all contracts submitted to Banner Life Insurance Company.

*Please print or type all information.*

### Section I - CONTRACT TYPE

Please check only one. Contract is for:  individual - complete sections I, II, IV and V.  
 individual, but "doing business as" - complete all sections.  
 corporation - complete all sections.

### Section II - INDIVIDUAL APPLICANT OR CORPORATE PRINCIPAL REQUIRED INFORMATION

Social Security Number: \_\_\_\_\_ Sex:  Male  Female  
Required

Name: \_\_\_\_\_  
Last First Middle Initial

Date of Birth: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Month Day Year

Business Phone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
Street Suite Number City State Zip

Home Address: \_\_\_\_\_  
Street Apt. Number City State Zip

Home Phone: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

I am an officer of the below corporation.

### Section III - CORPORATE APPLICANT REQUIRED INFORMATION

Tax ID Number: \_\_\_\_\_  
Required

Corporate Name: \_\_\_\_\_

Corporate Phone: \_\_\_\_\_ Corporate Fax No.: \_\_\_\_\_

Corporate Address: \_\_\_\_\_  
Street Suite Number City State Zip

Corporate E-mail Address: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

Primary Principal for Corporate Records: \_\_\_\_\_

Background information reported on page 2 should provide information for the primary principal and the corporation.

Additional Principals: \_\_\_\_\_

Office Manager or Primary Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Toll-Free Number for Client Calls: \_\_\_\_\_

**INDIVIDUAL APPLICANTS  
DO NOT COMPLETE THIS SECTION.**

**Please attach a copy of your license(s) for your state of residence and any other states where you plan to do business with Banner. Please complete the second page of this form as well.**

**Incomplete information will delay contracting.**

**Section IV - BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS**

Please provide a detailed letter of explanation for any "yes" answers below. If this is a corporate application, the questions should be answered by the agency principal.

- 1. Do you have any unsatisfied judgements, garnishments or liens against you?  Yes  No
- 2. Are you in debt to any insurance company?  Yes  No
- 3. Have you ever filed for or been declared bankrupt or insolvent either personally or in business?  Yes  No
- 4. Have you ever been charged with, convicted of, or plead no contest to:
  - a. any felony or misdemeanor?  Yes  No
  - b. any violation of any state insurance regulations or statutes?  Yes  No
  - c. any violation of federal or state securities or investment related regulations?  Yes  No
- 5. Are you now or have you ever been the subject of any insurance or investment related customer complaint, investigation or proceeding?  Yes  No
- 6. Have you ever had your contract or appointment terminated or refused by any insurance or financial services company?  Yes  No
- 7. Have you ever had a license denied, revoked or suspended by any Securities and/or State Insurance Department?  Yes  No
- 8. Have you used any other names or aliases?  Yes  No

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Current or previous employer: \_\_\_\_\_

Are you now or have you ever been contracted or otherwise associated with Banner Life?  Yes  No  
or William Penn?  Yes  No

If Yes, please provide details including agent # and agency name: \_\_\_\_\_  
\_\_\_\_\_

Do you have Errors and Omissions coverage?  Yes  No

If you are a general agent, does your E&O policy cover agent/broker activity?  Yes  No

E&O Carrier: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

I hereby certify that all the information given to Banner Life by me is true and correct without any omissions of any kind. I hereby authorize Banner Life to conduct a background investigation on me, including a review of credit worthiness, now or at any time. I understand that information may be obtained through written correspondence, personal or telephone interviews with family, friends, neighbors, business associates or other acquaintances, companies I have worked for or with whom I have been contracted, and any other persons or organizations contracted to supply such information. I also understand and acknowledge that information received by Banner Life may be shared with the general agencies indicated below and I hereby expressly consent to the sharing of such information with the general agencies indicated below. I further hereby certify that if this application is approved, I will comply with all the terms and conditions of the Company's Agent/Agency Agreement, including, but not limited to, the terms and conditions therein relating to the Company's Privacy Policy. A photocopy of this authorization shall be as valid as the original.

Print Name: \_\_\_\_\_

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

**Section V - AGENCY HIERARCHY STRUCTURE**

**I certify that I have reviewed this candidate's information and recommend him/her for contracting.**

Please appoint \_\_\_\_\_ with commission addendum \_\_\_\_\_

who reports to BDGA (if any): Name \_\_\_\_\_ Code # \_\_\_\_\_

who reports to BEGA (if any): Name \_\_\_\_\_ Code # \_\_\_\_\_

who reports to BMGA (if any): Name \_\_\_\_\_ Code # \_\_\_\_\_

who reports to GA (required): Name \_\_\_\_\_ Code # \_\_\_\_\_

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

**Assignment of Commission form attached. (Assignee must be appointed by Banner Life.)**

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>								

**OR**

<b>Employer identification number</b>								

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 279-4800  
(800) 638-8428

### ASSIGNMENT OF AGENT/BROKER/GENERAL AGENT FIRST YEAR AND RENEWAL COMMISSIONS

For good and valuable consideration, the receipt of which is hereby stipulated:

I, \_\_\_\_\_, do hereby sell, assign, transfer, set over and convey  
(Agent/Broker/General Agency Name)  
to \_\_\_\_\_ of \_\_\_\_\_ all of  
(Print Name) (City, State)  
my right, title, interest, claim or demand in and to any and all first year and renewal commissions including service fees,  
if any, for all policies due or to become due and payable to me by BANNER LIFE INSURANCE COMPANY, under the  
Agent/Broker/General Agency number \_\_\_\_\_ (or if a number has not been issued, write  
"Pending" above and provide the date you signed your Banner Life Agreement \_\_\_\_\_).  
(Agent/Broker/General Agency Agreement Date)

I understand that this assignment will remain in force and be effective until written notice of the payment of the obligation for which it is given to secure is filed by said assignee with said Insurance Company. Until such time said Company is authorized and empowered to pay to said assignee the commissions covered hereby as and when the same become due and payable under said contract and said Insurance Company is released of and from all other and further liabilities by reason of payments made to said assignee by virtue hereof.

#### Agent/Broker/General Agent Authorization

\_\_\_\_\_  
Print Name of Agent/Broker/General Agent Assignor

\_\_\_\_\_  
Print Name and Title of Principal or Authorized Officer for Agent/Broker/General Agent, if applicable

\_\_\_\_\_  
Signature of Agent/Broker/General Agent or Principal or Authorized Officer for Agent/Broker/General Agent

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

#### Witness

\_\_\_\_\_  
Print Name of Witness

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



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1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 279-4800  
(800) 638-8428

# **AGENT/BROKER AGREEMENT**

**BANNER LIFE INSURANCE COMPANY  
ROCKVILLE, MARYLAND**

**Agent/Broker Agreement**

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**1. APPOINTMENT**

Subject to the terms, limitations, and conditions of this Agreement, the Agent/Broker is hereby appointed to solicit applications for such policies as are issued by the Company wherever it is duly licensed. The Agent/Broker hereby accepts such appointment and agrees to comply with all underwriting guidelines, rules, and regulations of the Company. The Agent/Broker shall carry out the purposes of this Agreement only when and where proper licensing has been obtained.

**2. RELATIONSHIP**

Nothing contained herein shall be construed to create the relationship of employer and employee between the Agent/Broker and the Company or between the Agent/Broker and the Brokerage General Agent. It is the express intent of all the parties that the Agent/Broker is an independent contractor for all purposes and in all situations. The Agent/Broker shall not represent that he/she/it is an employee of the Company or of the Brokerage General Agent, nor shall he/she/it in any manner hold himself/herself/itself out to be an employee of the Company or of the Brokerage General Agent. The Agent/Broker shall be free to exercise independent judgment as to the time, place, and manner of exercising the authority granted under this Agreement.

The Company shall at all times have the right to refuse, decline, or withdraw from consideration any application for insurance submitted by the Agent/Broker. The Company may make changes as it deems advisable in the conduct of its business, or discontinue issuing any of its products or policies at any time. No liability to the Agent/Broker or right of action against the Company or against the Brokerage General Agent shall arise from the Company's exercise of the above rights. The Company shall have the right to selectively test market any of its products or policies at its discretion.

**3. INDEMNITY**

The Agent/Broker shall indemnify the Company and the above named Brokerage General Agent and hold each of them harmless from any and all expenses, costs, attorneys' fees, causes of action, losses, and damages resulting or arising from unauthorized acts done by the Agent/Broker or his/her/its employees.

#### **4. COMPENSATION**

Subject to the terms and conditions of this Agreement, the Company will pay the Agent/Broker commissions on premiums paid in cash to the Company for policies issued upon applications procured under this Agreement in accordance with the current Agent/Broker Compensation addendum, which is to be considered part of this Agreement. Commissions will be paid through the Brokerage General Agent named in this Agreement. The Agent/Broker shall not be entitled to any other compensation, remuneration, or benefits of any nature for services rendered other than the commissions specified in the current Agent/Broker Compensation addendum.

“Premiums paid in cash” shall mean only premiums received and accepted by the Company and duly reported in keeping with the Company’s established accounting procedures. A premium paid by a check which is not collected is not a “premium paid in cash”. No commissions will be allowed or paid on any premiums waived by the Company for any reason, including those waived under a disability provision or under a payor provision.

The Agent/Broker Compensation Schedule shall be subject to change, on notice in writing to the Brokerage General Agent by the Company, but such change shall not affect any commissions on policies issued upon applications received by the Company prior to the date when such change becomes effective. The Company may fix the rates of compensation on any new plan or plans of insurance developed by the Company.

If the Company shall become liable for the return of any premiums for any cause, including, but not limited to, premiums returned under the Company’s rights to contest a claim and to limit benefits when the insured dies by suicide, the Agent/Broker shall repay to the Company on demand the total amount of commissions previously paid to the Agent/Broker on such premiums. The obligation to repay such commissions shall be an indebtedness subject to the indebtedness provision of this Agreement.

For policies on which one or more renewal premiums are paid in advance, commissions shall be payable at the time the premium otherwise would have become due.

No commissions shall be paid on interim term premiums or on flat extra premiums. Any commissions payable on other extra premiums shall be in accordance with rules of the Company at date of issue of the policy for which an extra premium is required

In keeping with Company rules, commissions may be reduced on new policies which are replacements of existing Banner Life policies, or on policies of other companies, or on policies for which the applicant is deemed to have a replacement history.

The Agent/Broker shall be entitled to commissions only on policies which, in the opinion of the Company, were fairly underwritten through the efforts of the Agent/Broker. The Agent/Broker shall not be entitled to any commissions on policies written in violation of any applicable federal or state law or regulation. Where a dispute arises regarding commissions under this Agreement, the decision of the Company shall be binding.

## **5. INDEBTEDNESS**

The Company shall have the right to offset any commissions due, or which may become due the Agent/Broker, against any debts now due, or which may become due from the Agent/Broker to the Company. Such indebtedness shall be a first lien against said commissions. The Agent/Broker shall pay any attorney's fees or other collection cost which the Company may incur in connection with any amounts due to the Company under this Agreement.

## **6. PRIVACY POLICY**

The Agent /Broker shall comply with the rules and policies of the Company with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policyowners, and beneficiaries. In addition, the Agent/Broker shall comply with all applicable laws and regulations with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policy owners and beneficiaries.

The Agent/Broker agrees and acknowledges that it shall be the responsibility of the Agent/Broker to distribute a copy of the Company's Privacy Policy to the applicant at the time of application and to the policyowner at the time of delivery of the policy.

## **7. LIMITATIONS OF AUTHORITY**

The Agent/Broker shall have no authority to, nor shall he/she/it do any of the following:

- A. Make, waive, discharge or change any term, rate or condition stated in any Company policy, Agreement, or approved form; or
- B. Waive a forfeiture; or
- C. Extend the time for payment of premiums or other monies due the Company; or
- D. Collect money for the Company, except initial premiums and then only in strict compliance with the terms and conditions of this Agreement and of the receipts, policies, or Agreements issued by the Company; or
- E. Bring or defend any legal proceeding in connection with any matter pertaining to the Company's business; or
- F. Offer to pay, directly or indirectly, any rebate of premiums or any other inducement not specified in the policy to any person, except as permitted by the law of the state having jurisdiction over the policy; or
- G. Misrepresent or compare incompletely for the purpose of inducing a policyholder in this Company or in any other company to lapse, forfeit, or surrender insurance; or
- H. Transact business in contravention of the laws and regulations of any insurance department and/or governmental authorities having jurisdiction of all subject matters embraced within this Agreement.

## **8. ADVERTISING**

The Agent/Broker shall comply with the rules of the Company with regard to the use of all advertising matter. The Agent/Broker shall not use, permit, or cause to be used, the name of the Company or any advertising regarding its products in any form of publication or other media without obtaining the prior written authorization of the Company. Nothing in the authorization shall be construed to make the Company liable for the cost of such advertising.

## **9. ASSIGNMENT**

No assignment of this Agreement or any commissions hereunder shall be valid unless authorized in advance, in writing, by the Company. Every assignment shall be subject to and subordinate to any indebtedness and obligation of the Agent/Broker to the Company that may be due or become due.

## **10. PREMIUMS**

The Agent/Broker shall collect only the initial premium on applications or insurance policies solicited under the terms of this Agreement, and shall be responsible for all such monies. Such monies shall be collected only by check, money order, or other instrument made payable to the Company. The Agent/Broker is not authorized to receive premiums payable to his/her/its personal order. The Agent/Broker shall not collect premiums in currency or coin unless specifically authorized by a Company Officer for a particular transaction. All premium funds received for or on behalf of the Company shall be segregated and held by the Agent/Broker as a fiduciary. Premium funds shall not be used by the Agent/Broker for any purpose whatsoever, but shall be transmitted to the Company immediately following their receipt.

## **11. DELIVERY OF POLICIES**

No policy shall be delivered unless at the time of delivery the applicant is in the state of health and insurability represented in Parts I and II of the application and any supplements thereto, the first premium has been fully paid, and delivery has been made within sixty (60) days from the issue date of that policy. The Agent/Broker shall return to the Company, on the day following the expiration of the sixty (60) days, any policy not so delivered, unless a specific extension of the delivery period has been authorized. If the applicant is not in the state of health and insurability represented in the application when delivery is attempted, the policy shall not be delivered, but shall immediately be returned to the Company with a full written explanation.

## **12. TERMINATION**

This Agreement may be terminated at will, with or without cause, by any party giving to the other parties thirty (30) days notice in writing. If the Agent/Broker breaches this Agreement, violates any insurance laws resulting in the suspension or revocation of his/her/its license, or incurs other disciplinary action by the appropriate regulatory authorities, is unable to obtain renewal of a necessary state license, becomes bankrupt, undergoes dissolution of a corporate or partnership form, dies, or the Brokerage General Agent is terminated, the Company may, at its sole discretion, terminate this Agreement without notice as of the date any one or more of these circumstances occur.

If this Agreement terminates by reason of death, the Company shall pay commissions due, or thereafter becoming due, to the Agent's/Broker's estate, or to a duly authorized Executor/Executrix or Administrator.

If the Agent/Broker is a corporation, or subsequently incorporates and assigns this Agreement to such corporation, this Agreement shall automatically terminate in the event the Corporation ceases to do business as a corporation. All commissions due and thereafter becoming due, shall be payable to its successor or duly appointed representative.

### **13. VESTING**

First year commissions and renewal commissions from the second through the tenth year payable under this Agreement shall be vested, subject to the following:

If at any time prior to or subsequent to termination of this Agreement the Agent/Broker shall do or commit any of the following acts, no commissions shall be thereafter payable to the Agent/Broker, any provision of this Agreement to the contrary notwithstanding:

- A. Withholding or misappropriation for his/her/its own use or for the benefit of others, funds of the Company or its policyowners or applicants.
- B. Fraud, malfeasance, or non-feasance in the performance of any duties imposed on the Agent/Broker under the terms of this Agreement.
- C. Inducing or attempting to induce agents of the Company to leave its service or its policyowners to relinquish their policies.

### **14. WAIVER**

No waiver or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized Company Officer. The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of that provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver of that provision in the future.

### **15. SUPPLIES**

All forms, manuals, and other Company supplies furnished to the Agent/Broker by the Company shall remain the property of the Company at all times, and shall be returned to the Company or its representatives promptly upon demand. If this Agreement is terminated or the return of the Company property is otherwise requested, no further commissions shall be payable to the Agent/Broker until the property has been returned.

### **16. CHOICE OF LAWS**

The laws of the State of Maryland shall govern all matters concerning the validity, performance and interpretation of this Agreement.

### **17. ENTIRE AGREEMENT**

This Agreement renders void all previous Agreements, whether oral or in writing, between the Company, the Brokerage General Agent, and Agent/Broker. This Agreement, together with the current Agent/Broker Compensation Schedule and any amendments attached hereto now or in the future, constitute the entire Agreement among the Company, the Brokerage General Agent, and the Agent/Broker. The authority of the Agent/Broker shall extend no further than that which is stated in this Agreement.