

# Producer Appointment Application



Fidelity Life Association  
1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60523  
(630)522-0392

**PLEASE ANSWER ALL APPLICABLE SECTIONS COMPLETELY.**

## **Section 1: Appointment Information**

Appointment for:       Individual       Corporation       Partnership       Sole Proprietorship

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

State(s) to be appointed in: \_\_\_\_\_

**Note: General Agent must be contracted before a representative is appointed. Corporations must hold a valid license in all states, where applicable, in which agents/representatives will solicit business. A copy of the agent/representative individual state license must be submitted with this application.**

## **Section 2: Producer Information**

Name (first, middle initial & last) \_\_\_\_\_

Business Street Address \_\_\_\_\_

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

Business Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Social Security Number (Tax I.D. Number) \_\_\_\_\_

Place of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_

Resident Street Address \_\_\_\_\_

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

## **Section 3: Recruiting General Agent Information**

Name Joe Moore

Business Street Address 2351 East Morris Blvd.

City Morristown State Tennessee Zip 37813

General Agent Number 830960

Phone Number 423-581-1004

Fax Number 915-990-8550 E-Mail Address gmoore@asurco.com

**Section 4: Background Information**

**Please attach details for any question answered yes.**

- a) Has any insurance license ever had by you been refused, suspended, revoked or been the subject of any administrative action by any state? .....  Yes  No
- b) Have you ever filed for bankruptcy, pled guilty or nolo contendere to, or been found guilty of felony or misdemeanor charges including motor vehicle infractions at any time?.....  Yes  No
- c) Are you now the subject of any complaint, investigation or proceeding which could result in a "yes" answer to any of the above questions? .....  Yes  No
- d) Are any judgments or suits pending against you, your firm? .....  Yes  No
- e) List life insurance companies which your firm currently transacts business \_\_\_\_\_  
\_\_\_\_\_
- f) Are you/is your firm currently in debt to any life insurance company? .....  Yes  No
- g) May we contact your present carriers? .....  Yes  No

**Section 5: Employment History**

**History must cover past 5 years. Attach separate sheet if necessary.**

From \_\_\_\_\_ To \_\_\_\_\_ Company Name \_\_\_\_\_  
Position \_\_\_\_\_ Contact Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_ Company Name \_\_\_\_\_  
Position \_\_\_\_\_ Contact Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Section 6: Code of Conduct Agreement**

I have read the Company's Ethics Code and certify that I understand, and will comply with, the Company's policies, procedures, and code of ethical market conduct.

By signing below I acknowledge that I will make recommendations and present products consistent with the insurable needs and financial objectives of my client; I will provide honest and accurate disclosure of information so that my clients can make an informed buying decision; I will establish and maintain the trust of my clients by treating them with respect and by delivering them quality service; I will maintain the privacy of my clients by

protecting their confidential information; I will refrain from disparaging competitors; I will make every attempt to further my education and will maintain awareness of industry laws and company procedures; I will communicate any client concerns or complaints to the Company in a timely manner and will notify the Company of any violation of the ethical conduct code; and I will maintain a current license and valid appointment in all states in which I solicit the sale of the Company products to consumers.

Statements made herein are representations upon which the Company may rely when considering my request for appointment. This information is complete and accurate to the best of my knowledge and belief. I understand and agree that, if appointed, any material misrepresentation of facts herein provided may be the basis of termination.

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

**SECTION 7: Recruiting General Agent Commission Authorization**

I, the below signed Recruiting General Agent, authorize Fidelity Life Association to pay a portion of my total compensation to \_\_\_\_\_ an Agent under my hierarchy. The percentage of compensation is to be governed by the following Commission Level (Contract Code): \_\_\_\_\_

**Commission Advances**

Producing Agents are responsible for any amounts paid by Fidelity Life as advance commissions. Any commission advances are given with the expectation that they will be fully earned within 12 months. Unearned commissions are considered indebtedness by the Producing Agent to Fidelity Life. Fidelity Life may offset against the Producing Agent for compensation payable by Fidelity Life to the Producing Agent under this Agreement or under any other agreement with Fidelity Life or with any affiliate of Fidelity Life now or hereafter existing, any existing or future indebtedness of the Producing Agent to Fidelity Life or to any affiliate of Fidelity Life and any advances heretofore or hereafter made by Fidelity Life or by an affiliate to the Producing Agent. Any such indebtedness may be debited to the Producing Agent's account or the Producing Agent may be required to repay such amount. In the event Fidelity Life is required to pursue formal collection procedures in order to collect any indebtedness under the terms of this Agreement, the Producing Agent agrees to be responsible for any expense incurred by Fidelity Life, including but not limited to the fee of a collection agent, attorney, or other costs, including court costs.

**Advanced Information:**

By my signature below I authorize Fidelity Life Association to pay a portion of the above General Agent's annualized commissions at the time a policy is placed in force. The percentage of the annualized commission to advance is (enter 0% for no advancing): \_\_\_\_\_ (Note, may not be available on all products.)

→ Recruiting General Agent Signature: \_\_\_\_\_

Recruiting General Agent Printed Name: \_\_\_\_\_

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

Recruiting General Agent Email Address: \_\_\_\_\_

Reports To Name: \_\_\_\_\_

Reports To Agent Code: \_\_\_\_\_

**SECTION 8: Assignment Information (Indicate Who Should Be Paid Commission):**

Circle One:      Individual          Corporation

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

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

Statements made herein are representations upon which the Company may rely when considering my/our request for appointment as its representative. This information is complete and accurate to the best of my/our knowledge and belief I/we understand and agree that, if appointed, any material misrepresentations of fact may be the basis for termination for cause of such agency agreement.

➔ Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**SECTION 9: Commission Direct Deposit Request**

In order to initiate the direct deposit of commission earned during the period of your appointment with the Company, the following information must be completed.

This account is (check one):  Checking  Savings Account

Account Name \_\_\_\_\_

9 Digit ABA Number \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Name \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Note: Please do not assume that your commission will be deposited into your account because you have direct deposit.

Always check your commission statement to determine the amount deposited into your account. Allow at least 3 business days for direct deposit to be processed into your account. Questions regarding this information can be directed to the Licensing and Contracting Department 630-522-0392.

➔ Agent Signature \_\_\_\_\_

Mail To: **Fidelity Life Association**  
1211 West 22nd Street, Suite 209  
Oak Brook, IL 60523

(attach a voided or cancelled check from your banking institution)

Or Fax To: Fidelity Life Association, 866-947-8738

You are responsible for ensuring all information is correct.

**Section 10: Consent to Request Consumer Report and/or Investigative Consumer Information**

I understand that the Company may utilize the services of a consumer reporting agency as part of the procedure for processing my application for employment and/or application for appointment.

I understand a consumer reporting agency may conduct an investigation and prepare a consumer report (which may include a financial credit check, criminal background check, state licensing/disciplinary check, employment/contract check and other information bearing on my credit and financial history) and/or an investigative consumer report which will include, among other things, information as to my credit background, character, general reputation, personal characteristics or mode of living, whichever are applicable. I understand such information may be obtained through personal interviews with my neighbors, friends and associates, acquaintances or other persons who may have knowledge regarding such information. I also understand that a Debit-Check.com search will be run to identify any debit balances outstanding with other insurance companies.

I further understand that upon written request, subjects of an investigative consumer report have the right to: 1) receive a summary of their rights under The Fair Credit Reporting Act; and 2) receive a disclosure of the nature or scope of the investigation conducted.

I hereby consent to this investigation and authorize the Company or its representatives to procure a report on my background as stated above from a consumer reporting agency or any other source providing such information.

I agree the Company has the right to release any information revealed by this investigation to any State requiring it and to my recruiting agent.

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

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

# Ethics Code

*Fidelity Life Association, A Legal Reserve Life Insurance Company, strives to provide our customers with quality products and service. We also strive to maintain a zero tolerance regulatory compliance standard for the Company's employees, vendors and distributors. This Ethics Code for distributors (agents and general agents) serves as a guide that helps us to maintain a high standard of honesty, fairness, and integrity in our market conduct and is compatible with our more detailed Employee Ethics Code.*

## **Market Conduct at Fidelity Life Association (FLA):**

“Market conduct” in this Ethics Code refers to actions of our distributors when providing service to our customers. FLA maintains high customer service standards. Honesty, fairness, and integrity are characteristics that all distributors are expected to display when dealing with customers. FLA has developed this Ethics Code to help our distributors understand what type of behavior is expected of them.

Our distributors will conduct business on behalf of the Company with the highest standards of honesty and fairness and will recommend products and provide services to our customers which are suitable to their circumstances.

Our distributors will always strive to provide the most customer-focused sales process and service experience possible.

Our distributors will engage in fair competition, providing full and accurate disclosure of information to enable the most informed and appropriate decisions.

Our distributors will only use company approved advertising and sales materials that are clear as to purpose, and honest and fair as to content.

Our distributors will always provide a means for fair and expeditious handling of customer complaints and disputes.

FLA will maintain a system of supervision that is reasonably designed to achieve compliance with this Ethics Code as well as applicable state and federal laws. Our distributors are also expected to make efforts to ensure that each customer fits the profile of the market for which the product is designed.

To provide competent sales and service, our distributors must adhere to this Ethics Code. In addition, all distributors must stay abreast of FLA's products and their functions. All distributors must also be licensed or otherwise qualified under state law in every state within which they solicit business.

To maintain and enhance competition in the marketplace for our products, all distributors should ensure that, through education and action, they promote an awareness of the concept of a fair marketplace. Our distributors should not replace existing insurance policies without first providing the customer with the information he or she needs to make an informed decision about the replacement.

## **Market Conduct Violations:**

In order to resolve any complaints and disputes that may arise concerning the market conduct of our distributors, efforts should be made to identify, handle, and resolve all complaints fairly and objectively. All distributors who represent the Company should be provided with a copy of this FLA Ethics Code and acknowledge its receipt. FLA policies and procedures have also been developed for auditing and monitoring our general agents' and agents' market activities and sales practices. Appointments of distributors who fail to abide by requirements of the Code will be revoked.

All FLA distributors should comply with the Ethics Code at all times. Violation of this Code is considered serious and will be handled accordingly. Any violations of market conduct should be reported.

If you have any questions or need more information about market conduct at FLA, please contact our Corporate Counsel at (630) 371-1877.

**FIDELITY LIFE ASSOCIATION  
COMMISSION ADVANCE AGREEMENT**

**Producer**

This instrument sets forth the AGREEMENT between the undersigned Producer, hereinafter referred to as the “Producer” and Fidelity Life Association, a Legal Reserve Life Insurance Company, hereinafter referred to as the “Company,” relating to the payment by the Company to the Producer commissions before they are earned (“advances”). Commissions, including advances, are payable pursuant to the Schedule of Commissions and Allowances relating to the sale of the Company’s insurance products.

1. In accordance with the terms hereof, advances of commission may be made to the Producer on a regular basis as policies are issued. The amount of such advances shall be determined by the Company. These advances against future commissions shall be continued solely at the Company’s discretion. Such advances of future commissions shall be considered loans to the Producer by the Company and are subject to the terms hereof.
2. The acceptance by the Producer of any advance commission payment from the Company shall be conclusive evidence that such advance commissions are owed to the Company until paid or earned pursuant to the terms of this AGREEMENT.
3. In consideration for the making of advances to the Producer against future earned commissions, the Producer hereby assigns and pledges all right, title and interest to all commissions, bonuses and overrides (collectively referred to as “commissions”) payable to the Producer pursuant to the terms of its Schedule of Commissions and Allowances or otherwise, and any other monies payable to the Producer thereunder, as collateral security for the repayment of any outstanding advance balances of the Producer owed to the Company. The Producer hereby agrees that any advanced amount may be at any time deducted and withheld by the Company from commissions earned by the Producer until such time as any and all advanced amounts owed to the Company by the Producer are paid in full.
4. The Producer hereby agrees that if an advance of commissions on an issued policy is made to the Producer, and the underlying policy is terminated during the period for which advances have been made, any remaining balance due on the advance for such policy shall be deducted from future commissions advanced or earned commissions payable to the Producer. Notwithstanding the foregoing, the Producer agrees that repayment of any such advance commissions against a terminated policy shall be made immediately by the Producer if requested by the Company.
5. In all events, the Producer hereby agrees to pay immediately upon demand by the Company any balance due and owing on the balance of any advanced commissions upon termination of the Producer by the Company, or upon termination of the Producer’s subordinate producers, if any.
6. For any advanced commission amounts that are not repaid in accordance with the provisions of this AGREEMENT, the Producer hereby agrees to pay interest at the rate of TEN PERCENT (10%) per annum compounded monthly on the unpaid balance until such amount is paid in full to the Company.
7. The Producer warrants and represents that none of the commissions payable to the Producer by the Company are subject to any prior assignment, claim, lien, or security interest, and that the Producer is authorized to make an assignment as collateral security in accordance with the terms of this AGREEMENT. The Producer hereby agrees to execute all financing statements required for the Company to perfect its security interest in the collateral pledged hereunder. The Producer hereby represents and warrants that it shall take all action necessary to secure the lien right of the Company on the receivables pledged herein such that the Company may, in the event of default by the Producer, directly pursue as the Producer’s assignee, the amounts owed by the Producer’s subordinate producers, or such other monies payable to the Producer by other insurance companies.
8. If commission advances owed to the Company, or its designee, as a result of the terms of this AGREEMENT are not repaid by the Producer when due pursuant to the terms hereof, or if an agreement is not reached with the Company for the repayment of said obligations within thirty (30) days after the due date, the Producer hereby agrees to pay all costs of collection, including, but not limited to, attorney fees and the costs of suit.

9. If any amounts owed to the Company are not paid as required hereunder, the Producer hereby agrees that the Company may initiate suit against the Producer in the jurisdiction of the Company's choice. The Producer hereby expressly consents to the service of process in the jurisdiction if a suit is brought by the Company against the Producer for amounts owing hereunder.

**The foregoing sets forth the terms of the AGREEMENT between the Company and the Producer, please execute one copy of this AGREEMENT and forward the signed copy to the Company.**

**The Producer signing this Agreement executes this Agreement in both his or her capacity as a Producer and in his or her personal capacity.**

|              |                                |
|--------------|--------------------------------|
|              | Producer                       |
| Dated: _____ | _____                          |
|              | Signature of the Producer      |
|              | _____                          |
|              | Print or type name of Producer |
|              | FIDELITY LIFE ASSOCIATION      |
| Dated: _____ | By: _____                      |
|              | Its: _____                     |