



AHCP
America's Health Care Plan

Discover the
DIFFERENCE
with AHCP



AGENT INFORMATION

Legal Name: _____

Last

First

MI

Address: _____

Street Address

Apartment/ Unit #

City

State

Zip Code

Home Phone: _____ Business Phone: _____

Email Address: _____

SSN: _____ Tax ID: _____ Date of Birth: _____

UPLINE & COMMISSION

Direct Up-line/ Manager: _____ DP: _____

Commission Level: _____ (Unsure? Contact your up-line)

How did you hear about AHCP?

Online Job Posting Drip Marketing Referral _____
(Name of Referral)

Advance Options: 3Months 6Months 9Months 12Months Earned

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Aetna Med Supp**

- Page 1 AHCP Appointment Coversheet (this page)
- Page 2-10 Producer Information and Appointment Form (PIF)
- Page 11-14 Agent Contract
- Page 15 Producer Residency Form
- Page 16 Direct Deposit Authorization (Commissions paid by AHCP)
- Page 17 W9
- Page 18-21 AHCP Producer Agreement

Additional Requirements

- Copy of Licenses
- Copy of Voided Check
- Copy of E&O Insurance Certificate
- Supporting documentation for any "Yes" answers to background questions

RETURN INSTRUCTIONS

Scan Email Option: Send to contracting@ahcpsales.com

Fax Option: 888-781-0586

Mailing Address: 1100 NW Compton Dr. 2nd Floor Beaverton, OR 97006

Rev.092914



Aetna Health and Life Insurance Company
American Continental Insurance Company
Continental Life Insurance Company of Brentwood, Tennessee

Aetna Companies
 800 Crescent Centre Dr., Suite 200
 Franklin, TN 37067
 Tel: 800 264.4000 option 3, 5
 Fax: 866 618.4993
 AETSSContracting@Aetna.com

Producer Information And Appointment Form (PIF)

from Aetna Health and Life Insurance Company (AHLIC),
 American Continental Insurance Company (ACI), and
 Continental Life Insurance Company of Brentwood, Tennessee (CLI)

Page 1 of 9

- **Please print clearly** completing all fields using blue or black ink, and **initial any corrections**.
- If completing electronically, fill in all blue highlighted areas. When complete, print form, sign, and return.
- Keep a copy of this form for your records.

1. Form purpose

Select all that apply.

- Initial Appointment** Complete all sections.
- Additional State Appointment with Current Companies/Additional Company Appointment** Complete the appropriate Sections 2-4 and sign and date Section 9.
- EFT Setup** Complete Sections 2, 3 (if applicable), 8, and sign and date Section 9 in order to authorize payments.
- Hierarchy Change** Complete the appropriate Sections 2-4, sign and date Section 9, and complete Section 10.

2. Individual applicant appointment information

Entity *Select all that apply*

- Aetna Health and Life Insurance Company (AHLIC)
- American Continental Insurance Company (ACI)
- Continental Life Insurance Company of Brentwood, Tennessee (CLI)

Name *First, Middle, Last, Suffix (As it appears on your Resident License)*

.....

Social Security Number (SSN) National Producer Number (NPN)

.....

Date of birth Gender

..... Female Male

Residential address *(Not a P.O. Box)*

.....

City State Zip

.....

Business address *(P.O. Box accepted)*

.....

City State Zip

.....

Preferred phone Secondary phone Fax

.....

Preferred mailing address *Select one* E-mail address

Residential Business

Previous names *List all other names or aliases you have used in the last 7 years*

.....

Attach a separate sheet if more space is required for additional names.

3. Incorporated Entity, Partnership or LLC appointment information



Proceed to Section 4 if you are not Incorporated, a Partnership, or LLC.

Appointment type entity *Select one*

- Partnership LLC Incorporated Entity

Officer should complete Section 3.

Entity name *As it appears on your Domicile State License* Tax Identification Number (TIN)

.....

Entity address

.....

City State Zip

.....

Entity phone Entity fax

.....

Website address E-mail address

.....

Producer Information And Appointment Form (PIF)

4. Appointment states requested



Attach applicable licenses for states listed.

Resident license state

Non-resident state(s) where appointment is requested

.....

Counties in which appointment is requested (*Florida only*)

.....

5. Business practices questions

If you answer “Yes” to any of these questions, provide details in the corresponding fields of Section 6.

If completing for an officer and entity, indicate details for yes answers for each as appropriate.

	Individual/Officer		Entity	
1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
3. Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
4. Has a bonding or surety company ever denied, paid on or revoked a bond for you?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
5. Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
6. In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
7. In the past ten years, has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
8. Are there any unsatisfied judgments, garnishments or liens against you?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
9. Are you in debt to any insurance company?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
10. Have you ever been convicted of, or pled guilty or no contest to any felony or misdemeanor other than a minor traffic offense?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
11. Are you currently a party to any litigation or a subject of any investigation(s)?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
12. Have you ever had an appointment with another insurance company denied or terminated for cause?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No



If the answer to all questions is “No,” you do not need to complete Section 6. Please proceed to Section 7.

Producer Information And Appointment Form (PIF)

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6. Business practices details



If you answered "Yes" to any of the questions in Section 5, provide details for the corresponding question(s) only. Attach a separate sheet with question number and details if more space is required for additional information.

Question 1: Insurance or securities license denied, suspended, cancelled or revoked

Month and year

Action taken and reasons

•

•

Your account of the circumstances leading to the situation

•

•

Question 2: Sanction, censure, penalty or other action against you by regulatory body

Month and year

Action taken and reasons

•

•

Nature of the activity resulting in the fine or disciplinary action

•

Your account of the circumstances leading to the situation

•

•

Question 3: Complaint, fine, sanction, censure, penalty or other disciplinary action against you for violation of any state, federal or self-regulatory agency regulations or statutes

Month and year

Amount of the fine and/or specific disciplinary action taken

•

•

Nature of the activity resulting in the fine or disciplinary action

•

Your account of the circumstances leading to the situation

•

•

Question 4: Bond denied, paid on or revoked for you by bonding or surety company

Month and year

Reason for denial, payment or revocation

•

•

Your account of the circumstances leading to the situation

•

•

Amount of the payment

\$

Producer Information And Appointment Form (PIF)

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6. Business practices details (continued)

Question 5: Coverage denied, paid claims on, or cancelled by any E&O carrier

Month and year

Nature of the circumstances resulting in the claim

.

.

Disposition of the claim

.

Amount claimed

Amount paid by E&O carrier *If any*

\$

\$

Your account of the circumstances leading to the situation

.

.

Question 6: Filing of personal bankruptcy petition or declared bankruptcy in past 10 years

Date of discharge *mm/dd/yyyy*

For Chapter 7, 11 and 12

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)

.

.

Provide type of business and role/relationship in the business *If result of business failure*

.

Amount discharged

Average annual income for the last two years

\$

\$

For any outstanding obligations not discharged in bankruptcy, (i.e., taxes, mortgage, car, etc.) provide:

Amount

Explanation of obligation

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

Current balance

\$

.

\$

For Chapter 13

Date of filing *mm/dd/yyyy*

Date of discharge *mm/dd/yyyy*

.

.

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)

.

Provide type of business and role/relationship in the business *If result of business failure*

.

.

If payments are still being made please provide.

Amount

Frequency *i.e., weekly, monthly, etc.*

\$

Projected completion date *mm/dd/yyyy*

Current balance

.

\$

Average annual income for the last two years

\$

Producer Information And Appointment Form (PIF)

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6. Business practices details (continued)

Question 7: Bankruptcy petition or declaration filed by any insurance or securities brokerage firm with whom you have been associated (either during your association or within 5 years after termination of such association)

Approximate filing date *mm/dd/yyyy* Your position with company

•

If you are an officer of the company or directly involved with circumstances leading to filing, please provide:

Reason for filing

•

Your specific involvement

•

Question 8: Unsatisfied judgments, garnishments or liens against you

Month and year

Judgments/garnishments

Reason the judgment/garnishment was obtained and your specific involvement

•

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

Original amount of the judgment/garnishment

\$

Outstanding amount of the judgment/garnishment

\$

Average annual income for the last two years

\$

Liens

Name of company placing lien

State

Month and year

•

Reason for the lien and your specific involvement

•

Original amount of the debt

Current balance

\$

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

•

Projected completion date *mm/dd/yyyy*

•

Average annual income for the last two years

\$

Question 9: Debt to any insurance company

Month and year debt began

Name of insurance company(ies)

•

Reason for the debt and your account of the situation

•

Original amount of the debt

Current balance

\$

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

•

Projected completion date *mm/dd/yyyy*

•

Average annual income for the last two years

\$

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6. Business practices details (continued)

Question 10: Any conviction of, or guilty plea or no contest to, a felony or misdemeanor other than minor traffic offense

Month and year

Description of the conviction or plea and your account of circumstances leading to the situation

.....

Type of conviction *Misdemeanor or felony*

Final disposition *Fine, probation, jail, etc.*

Have all requirements been satisfied?

Yes

No

Statute violated

City/county and state where violation occurred

Question 11: Party to any litigation or a subject of any investigation(s)

Month and year litigation began

Litigation

Circumstances surrounding the litigation *Including your account of the situation*

.....

How are you directly involved in the litigation?

.....

Amount of damages claimed

\$

Current status

Investigation

Month and year investigation began

Name and jurisdiction of investigating entity

Circumstances surrounding the investigation *Including your account of the situation*

.....

Current status

Question 12: Appointment with any insurance company denied or terminated for cause

Description of the denial/termination, including name of insurer, and your account of circumstances leading to the situation

.....

Producer Information And Appointment Form (PIF)

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7. Disclosure of Intent to Obtain Consumer Reports

Please review and print for your records the Disclosure of Intent to Obtain Consumer Reports.

This is to advise you that Aetna Inc. and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent and/or representative of Aetna Inc., or one or more of its affiliates. If requested, the report may be obtained from one of the investigative consumer-reporting agencies named below or another investigative consumer-reporting agency:

Business Information Group, Inc.
P. O. Box 130
Southampton, PA 18966
800 260.1680

Equifax Credit Information Services, Inc.
P. O. Box 740241
Atlanta, GA 30374
800 685.1111

If a consumer report is obtained and you reside in a state with a legal requirement to provide a free copy of the consumer report upon request, we will automatically instruct the consumer reporting agency to send you a copy of the report at no charge.

The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

For California Resident Agents Only

Pursuant to the California Investigative Consumer Reporting Agencies Act, Aetna Inc. is required to provide you with the summary of provisions listed below.

California Investigative Consumer Reporting Agencies Act Summary of the Provisions of Section 1786.22

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
1. In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 2. By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 3. A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer-reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Producer Information And Appointment Form (PIF)

8. Electronic funds transfer (EFT) Complete this section to authorize automatic electronic transfer of commission payments

You must sign on the signature line at the bottom of this page to authorize and receive commission payments via EFT. Sections 2 and 3 must be completed.

If completing this section for an officer and an entity, the EFT authorization will apply to the entity.

You may either attach a voided bank check or complete all information in this section as it appears on your check.

This is an example of a personal check. A business check may be different.

Institution name for deposit

• XXX

Routing number

• XXXXXXXXXX

Account number

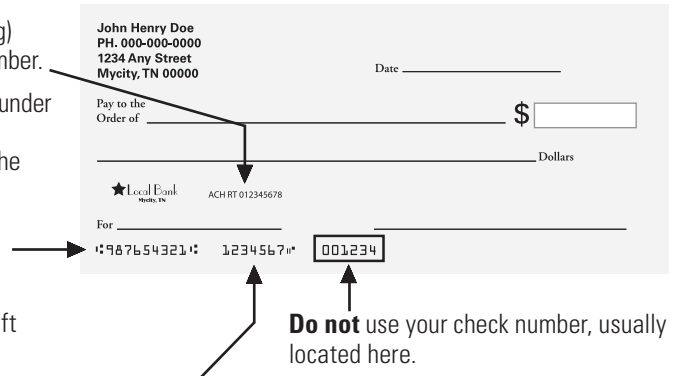
• XXXXXXXXXXXXXXXXXXXXXXX

To find the routing and account numbers

For checks with an ACH RT (Automated Clearing House Routing) number, please use this routing number.

For checks with "payable through" under the bank name, please contact the financial institution to help obtain the correct Routing Number.

For all other checks, use the nine-character routing number, which appears between the **⦿** symbols, usually at the bottom left corner of the check.



The account number is up to 17 characters long and appears next to the **⦿** symbol at the bottom of the check and usually to the right of the bank routing number.

9. Acknowledgment and signature

The Aetna companies listed at the top of page 1 are referred to as the "the Company," "us," "our" and "we" in this section.

The appointment applicant is referred to as "you" and "your" in this section.

When submitting for an officer and an entity, this acknowledgement applies for both.

By signing below, you

- Certify that you have read, understood, and agree to comply with all provisions contained in your producer contract, Commission Advance Addendum, and/or Contract Addendum Final Expense Life Insurance, as applicable, which may be downloaded and printed at: www.aetnaseniorproducts.com (Prospective Agent). You may also request a copy by calling 800 264.4000 option 3, 5.
- Agree to accept official correspondence from the Company electronically, using your last e-mail address known to the Company. You further agree to notify the Company if you change your e-mail address and/or if you can no longer accept electronic communications.
- Acknowledge that you have received and read the '**Disclosure of Intent to Obtain Consumer Reports**' and consent and authorize Aetna Inc. and its affiliates to obtain additional background information, as we deem necessary, through independent investigation, FINRA CRD reports and/or through an investigative consumer reporting agency (consumer reporting agencies including but not limited to those identified in the 'Disclosure of Intent to Obtain Consumer Reports') consumer report (collectively, 'background reports').
- Authorize us to share the information contained in this PIF or any other information that we may obtain, including background reports, with our affiliates for the purposes of establishing your eligibility and/or continuing eligibility for appointment with us and our affiliates as well as any other disclosure required by law.
- Authorize your employers and other insurance companies you are or have been appointed with to release any and all information that they may have about you, personal or otherwise, to us and you release all such parties from all liability that may result from furnishing this information.
- Understand and agree that your appointment will, in part be based upon this PIF and the background report information and that any information that you provide that is inaccurate or incomplete shall be grounds for termination of your appointment.
- Certify that you have not been convicted of any criminal felony involving dishonesty or breach of trust or been convicted of an offense under section 1033 of the Violent Crime and Law Enforcement Act of 1994. You agree to immediately inform the Company of any arrest of the types described in the preceding sentence.
- Acknowledge that you have read, understood and agree to comply with the **Guide to Ethical Market Conduct** and the **Multipurpose Confidentiality Addendum and Producer Conduct Rule** at www.aetnaseniorproducts.com (Prospective Agent). You may also request a copy by calling 800 264.4000 option 3, 5.



Producer Information And Appointment Form (PIF)

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9. Acknowledgment and signature (continued)

- If applicable, authorize the selected Aetna Inc. company(ies) to automatically transfer funds to your checking account and make adjustments to your account in the event of errors. Additionally, you authorize the named institution to complete these transactions. This authorization is to remain in full force and effect until we receive written notice from you requesting termination or until we have sent you 10 days written notice of our intention to terminate EFT.

You also certify under penalty of perjury that the information provided herein is accurate and complete.

Signature	Title <i>Required if signing for an entity</i>	Date
X	.	.

 **You must sign here in order for us to process your appointment, and EFT if applicable.**

10. Appointing company and hierarchy information

You may be appointed to sell only those products for which your firm or agency is contracted.

Writing Agent name	Phone	Date
.	.	.

This form was completed by someone other than the Writing Agent

Name	Phone	Date
.	.	.

Provide rate level for all product lines for which you are requesting appointment.

Producer's commission rate level

	Medicare Supplement	Health Insurance	Final Expense
Aetna Health and Life Insurance Company	.	. n/a	separate forms required
American Continental Insurance Company	.	. n/a	
Continental Life Insurance Company of Brentwood, Tennessee	.	.	

 **For Final Expense, complete separate Contract Addendum and Hierarchy forms.**

Please list all members of this Writing Agent's hierarchy beginning with the lowest level.

Producer name or company name	Writing code
Intermediary	.
Intermediary	.
Intermediary	.
Managing General Agent	.
. America's Health Care/Rx Plan Agency, Inc	. GNW0045623

Agent Contract

SECTION I - PARTIES

This Agent Contract (referred to as "Contract") is made by and between (select only those that apply)

- Aetna Health and Life Insurance Company**, its successor and/or assign (referred to as "Company" singularly or collectively)
- American Continental Insurance Company**, its successor and/or assign (referred to as "Company" singularly or collectively)
- Continental Life Insurance Company of Brentwood, Tennessee**, its successor and/or assign (referred to as "Company" singularly or collectively)

and you, _____, (referred to as "Agent") and shall take effect on the date stated below. This Contract supersedes any prior sub-agent's appointment agreement that you may have had with Company. Agent agrees to be assigned to and supervised by AHCP _____, General Agent, while acting on behalf of Company for the sale of Company's insurance products.

SECTION II - APPOINTMENT, TERRITORY AND RELATIONSHIP

1. The Company selected above appoints the person named above as its Agent with the authority and obligations set forth in this Contract. Agent hereby accepts such appointment and agrees to the terms and conditions of this Contract.
2. Agent shall solicit only in the territory where the Company officially appoints said Agent. Agent does not have the exclusive right to represent Company in any territory. Company reserves the right to appoint other marketing general agents, general agents and agents to represent Company in any territory.
3. Agent understands and agrees that it is an independent contractor, not an employee of Company. Agent is free to use its independent judgment as to the persons from whom applications are solicited and the time, place and manner of solicitation. However, this does not excuse Agent from its duty to comply with Company rules and with those governmental laws and regulations that apply to Agent or Company. If training courses, sales methods and materials, office facilities or similar aids and services are extended or made available to the Agent, it is agreed that the purpose and effect is not to give Company control of the Agent's time or direction or control over the manner or means by which the Agent shall conduct business, but only to assist the Agent in such business and to comply with governmental laws and regulations.

SECTION III - AUTHORITY AND LIMITATIONS

4. Provided Agent is properly licensed and appointed with Company, Agent is authorized to solicit applications for insurance policies on the lives and health of people satisfactory to Company and to collect initial premium payments, but only through checks, drafts or money orders made payable to the applicable underwriting Company. Agent agrees that all cash, checks or monies received by Agent for or on behalf of Company shall be held by Agent in trust for Company and shall be promptly transmitted to Company in accordance with Company's rules and practices.
5. Agent's authority to represent Company is expressly limited to the terms of this Contract. By entering into this Contract and accepting Company's authorizations, Agent agrees to the following:
 - (a) To be knowledgeable of, and comply with, all applicable licensing requirements, laws and regulations of the jurisdiction(s) in which Agent operates and to notify Company immediately if any such license is terminated, suspended or revoked;
 - (b) To be knowledgeable of and comply with the rules, policies and procedures of Company, including but not limited to: market conduct standards, ethical guidelines, underwriting practices, application procedures, policy delivery procedures, licensing and appointment practices, client services and support responsibilities, and all other areas of conduct of Company as contained in rate manuals, producer guides, authorized software, and other communications directed to Agent from time to time by Company;
 - (c) To be competent and knowledgeable in the insurance products for which Agent is authorized to solicit applications and in the consumer needs they are designed to address; to explain to clients and potential clients the terms and benefits of such insurance products for which Agent solicits an application; and not to make untrue or misleading statements with respect to such insurance products;
 - (d) To accept the responsibility to ensure that sales of insurance products comply with all applicable federal, state and local laws, rules and regulations;
 - (e) To supervise and be responsible for its employees and others acting on Agent's behalf and to indemnify Company for its losses resulting from the acts and omissions of its employees and others acting on the Agent's behalf;
 - (f) That all applications submitted for Company insurance products are subject to acceptance or rejection by Company in its sole discretion, except when an application is correctly completed and received for an applicable open enrollment period or guaranteed issue situation;
 - (g) Not to: (i) extend the time for payment of any premium; (ii) quote premiums or rates other than specified or published by Company and; (iii) waive or modify any terms, conditions, or limitations of a policy issued by Company;
 - (h) Not to adjust or settle any claim or commit Company with respect to any claim;
 - (i) Not to offer, pay, or allow to be offered or paid, as an inducement to any proposed insured or applicant, a rebate of premiums, policy fees or any other inducement not specified in the insurance product, except as may be expressly allowed by law and in compliance with state rules and regulations;
 - (j) Not to directly or indirectly induce or attempt through any means to induce any policyholder of Company to cancel, lapse, fail to renew, or replace any policy issued by Company for the purpose of purchasing a replacement policy from an entity other than Company;
 - (k) Not to directly or indirectly induce or attempt to induce any agents or employees of Company to terminate their relationship with Company;
 - (l) To notify Company immediately if Agent becomes aware of any consumer complaint, inquiry, investigation, litigation or other matter arising out of the sale of insurance products under this Contract, and to assist Company in responding to or resolving such matter;
 - (m) Not to publish, use or distribute any advertising, marketing or sales materials of any type referencing Company's or Aetna Inc.'s name, insurance products, logos or services or which are designed to solicit and/or sell Company's or Aetna Inc.'s insurance products without first obtaining our prior written approval to do so. This includes, but is not limited to, websites, illustrations and materials used at the point of sale or to generate leads.

SECTION IV - COMPENSATION

"Compensation" - means first year, renewal and override commissions and other forms of remuneration earned by Agent in connection with the sale of Company's insurance products.

6. Agent agrees that Company has no obligation to pay Compensation for services performed and expenses incurred by Agent in the solicitation of insurance products issued by Company under this Contract. Agent understands and agrees that Compensation for services hereunder will be paid in accordance with Agent's separate agreement with Agent's General Agent who has agreed to compensate Agent. Agent's execution of this Contract reflects Agent's understanding and acceptance of the Compensation provisions of this Paragraph and Agent releases Company from any and all obligation for Compensation under this Contract.

SECTION V - TERMINATION

7. Except where a longer notice period is required by law, either party for any reason and without cause may terminate this Contract by giving the other party at least fifteen (15) days prior written notice, such notice to be delivered either personally, by first-class U.S. Mail or by a nationally recognized overnight courier to the party's last known address.
8. This Contract may be terminated immediately for cause without prior notice. For purposes of this Contract, "cause" shall include, but not be limited to, the following acts by Agent:
- (a) A violation of any of the material terms or provisions contained in this Contract including, but not limited to, Paragraph 5 hereof;
 - (b) Fraudulent, dishonest or illegal act adversely affecting the Company;
 - (c) Withholding or misappropriating funds belonging to the Company, its policyholders or applicants for any reason;
 - (d) Voluntarily surrendering or agreeing to the temporary suspension of Agent's license after being cited for misconduct by any governmental authority exercising jurisdiction over Agent;
 - (e) Willful violation of the laws, rules or regulations of any jurisdiction or any governmental authority exercising jurisdiction over Agent; or
 - (f) Willful violation of any provisions of the HIPAA Producer Conduct Rule.
9. This Contract terminates automatically in the event:
- (a) Of Agent's death, if Agent is a natural person; or
 - (b) Any license or registration Agent is required to maintain under the terms of this Contract is canceled, revoked or not renewed; or
 - (c) If Agent is a corporation, limited liability company or partnership, Agent is dissolved, or ceases to exist.

SECTION VI - RECORDS AND SUPPLIES

10. Agent shall keep correct accounts and records of all business transacted and money collected for Company, which accounts and records shall be open at all times to inspection and examination by Company's authorized representatives. All accounts, records, rate books, application forms, advertising materials, Company literature or any other supplies furnished Agent by Company are the property of Company and shall be returned to Company immediately upon termination of this Contract at Agent's expense.

SECTION VII - RESERVED RIGHTS OF COMPANY

11. Company may exercise at any time, in its sole discretion, the following rights:
- (a) To change, amend or adopt rules and practices from time to time establishing
 - [i] First year commissions and renewal commissions for all policies, whether or not listed in the Schedule of Commissions, including but not limited to, changing, withdrawing, amending or altering such Schedule of Commissions;
 - [ii] Commissions on any new policy, which in the judgment of Company is a changed policy, taking the place of a terminated policy issued by Company;
 - [iii] Commissions on conversions;
 - [iv] Commissions on reinstated policies.
 - (b) To withdraw the future issuance of any policy;
 - (c) To withdraw from any territory;
 - (d) To modify or change its premium rates;
 - (e) To adopt rules and practices from time to time relating to any matter not otherwise provided in this Contract.

SECTION VIII - WAIVER

12. No act of forbearance on the part of the Company to enforce any of the provisions of this Contract shall be construed as a modification of this Contract, nor shall the failure of either party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

SECTION IX - ASSIGNMENT

13. The Agent shall not assign this Contract or any compensation payable hereunder without the prior written consent of the President of the Company.

SECTION X - MODIFICATION OR AMENDMENT

14. Any modification or amendment of this Contract must be in writing and properly executed by Agent and the President of Company.

SECTION XI - LAW, JURISDICTION AND VENUE

15. This Contract shall be governed and construed pursuant to the laws of the State of Tennessee. Any action, suit or proceeding between the parties to this Contract, whether or not such action arises from this Contract, shall be filed in the state courts or federal courts respectively located in Williamson County and Davidson County, Tennessee. The Tennessee courts (state and federal), only, will have jurisdiction over any controversies regarding this Contract, and the parties hereto consent to the jurisdiction of said courts and said courts shall be the proper forums, solely and exclusively, for adjudication of any matters regarding or relating to this Contract or any matter between the parties. The parties agree to waive their rights to a trial by jury in any action, suit or proceeding that may arise under this Contract or that may arise for any reason between the parties.

SECTION XII - SOLE AGREEMENT

16. This Contract, including all exhibits, Producer Conduct Rule and Schedule of Commissions as may be attached and incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, both oral and written. This Contract may only be amended in writing signed by both parties, including the President of this Company, except as amended by the Company itself, pursuant to Paragraph 11 of this Contract. There are no oral or written collateral representations, agreements or understandings between or by the parties except as provided in this Contract. The parties understand and agree that after the Contract has been executed, the Company shall destroy the original and the parties shall thereafter rely upon true and correct copies thereof which shall serve the same purposes as the original.

SECTION XIII - SAVINGS CLAUSE

17. If any provision of this Contract shall be contrary to the laws of the particular state, country or jurisdiction where used, such contrary provision shall not entirely invalidate this Contract, and this Contract shall be construed as not containing the particular provision held to be invalid in such state, country or jurisdiction and the rights and obligations of the Agent and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Contract.

SECTION XIV - SURVIVAL PROVISIONS

18. All provisions of this Contract which show by their intent, or which may be reasonably implied by their context, to survive the termination of this Contract, shall be so construed, and the parties shall liberally construe the survival of all provisions contained within this Contract.

SECTION XV - PRIVACY AND NONDISCLOSURE OF FINANCIAL AND HEALTH INFORMATION

19. The parties hereby acknowledge that their relationship under this Contract may invoke some of the obligations and duties under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Therefore, the party receiving the Confidential Information shall be solely responsible for maintaining the security of such Confidential Information and for complying with that party's respective obligations and duties under HIPAA. The "Producer Conduct Rule" establishes Agent's obligations under HIPAA and Agent acknowledges receipt of the Producer Conduct Rule, which is fully incorporated herein by reference.

SECTION XVI - INDEMNIFICATION

20. Agent agrees to indemnify and hold Company harmless from any and all expenses, reasonable attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of Agent or others acting for or on behalf of Agent, including other Agents and employees of Agent, including, but not limited to, failure to comply with the provisions of this Contract. Agent shall defend any such claim, action, suit, or proceeding which may be brought against Company and all expenses, costs and attorney fees incurred in connection therewith shall be paid by Agent. Company agrees to indemnify and hold Agent harmless from any and all expenses, reasonable attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of Company or its employees. The provisions of this section shall survive the termination of this Contract.

HOME OFFICE USE ONLY

EFFECTIVE DATE

This Contract shall take effect as of _____.

IN WITNESS WHEREOF, Agent and Company have entered into this agreement through their duly authorized representatives on the dates set forth below.

Aetna Health and Life Insurance Company

By: _____

Title: Chief Marketing Officer Title: _____

Date Signed: _____

American Continental Insurance Company

By: _____

Title: Chief Marketing Officer

Date Signed: _____

**Continental Life Insurance Company
of Brentwood, Tennessee**

By: _____

Title: Chief Marketing Officer

Date Signed: _____

Agent

By: _____

Date Signed: _____

COMPLETE IF AGENT IS INCORPORATED OR LIMITED LIABILITY COMPANY

FOR AND IN CONSIDERATION OF Company's execution of this Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to be personally bound by all of the terms and obligations of Contract and does hereby personally guarantee the performance of all provisions and obligations of the Agent in this Contract.

Date Signed

Personal Signature



American Continental Insurance Company

Continental Life Insurance Company of Brentwood, Tennessee

Aetna Companies
P.O. Box 1188
Brentwood, TN 37024
800 264.4000, option 3, 5

Producer Residency Form (Georgia Appointments Only)
from American Continental Insurance Company (ACI) and
Continental Life Insurance Company of Brentwood, Tennessee (CLI)

Page 1 of 1

Print clearly and use blue or black ink.

Producer Residency

Agent name Printed Phone
.

Please list all residences in the past 5 years:

Occupancy dates
from to
Address
City State Zip

Occupancy dates
from to
Address
City State Zip

Occupancy dates
from to
Address
City State Zip

Occupancy dates
from to
Address
City State Zip

Occupancy dates
from to
Address
City State Zip



Authorization for Automatic Deposit

This form will update account information associated to commissions processed by AHCP. To update direct deposit information for commissions processed by an insurance carrier you must complete the carriers direct deposit authorization form. Forms are located in the AHCP Forms Library.

Agent or Agency Name	
Social Security Number or Tax ID Number	
Phone Number	Email Address
Please indicate transaction type: <input type="checkbox"/> Set-Up <input type="checkbox"/> Change <input type="checkbox"/> Cancel	
Please indicate type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Name of Financial Institution:	
Bank—City, State, Phone Number:	
Routing Number:	
Account Number:	

I hereby authorize AHCP to initiate direct deposit of commissions and, if necessary, make corrections for any entries made to my account in error.

Agent Signature _____ **Date** _____

PLEASE INCLUDE A COPY OF A VOIDED CHECK

Fax this form to AHCP– 888.781.0586
Scanned versions of this form can be emailed to contracting@AHCPsales.com

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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 the "Name" line 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.

Social security number									

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

Employer identification number									

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. citizen or other U.S. person (defined below).

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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.



PRODUCER AGREEMENT

This MARKETING AGREEMENT (“Agreement”) is entered into by and between America’s Health Care/RX Plan AGENCY, Inc., a Delaware Corporation (“AHCP”) and _____, as Agent (“Agent”). The Agreement shall become effective upon Agent’s licensure and appointment.

1. Appointment. AHCP appoints Agent to act as marketer soliciting sales of products offered by and through AHCP and its authorized Carriers. “Carrier” means any insurance company or membership association with whom AHCP has entered into a master marketing agreement.

2. Relationship and Authority. The relationship of Agent to AHCP and scope of authority are set forth in the [Agent Guidelines](#). Agent and Sub-Agents must be properly licensed and approved and appointed by AHCP. “Sub-Agent” means a person or entity that has executed a Producer Agreement with AHCP. Sub-Agents may be solicited by Agent or assigned to Agent by AHCP. Once the Sub-Agent’s paperwork has been submitted and approved by AHCP, the Sub-Agent will be enrolled with all AHCP Carriers under the Agent. A Sub-Agent may not sell products from different AHCP Carriers under different Agents. Agent agrees to comply with the liability insurance requirements set forth in the [Agent Guidelines](#). Agent shall be solely responsible for paying all expenses incurred by Agent in performance of this Agreement, including all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state, or local government. A Sub-Agent may submit a written request to AHCP to be transferred to another Agent if (1) the Sub-Agent has not sold business for at least six-months, and (2) has no outstanding balance with AHCP. If the Agent has sold business, they must obtain a written release from their current Agent. If the Sub-Agent has an outstanding debit balance, the new Agent must agree to assume liability for the balance before the transfer will be approved.

3. Commissions. Subject to all terms of the Agreement, AHCP or its delegate will compensate Agent with the commissions as determined by each Carrier. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per each Carrier’s requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent. Confirmation of 1st year and renewal percentage shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP within ten (10) days notice to Agent as set forth in [Agent Guidelines](#). Commissions paid to Agent will be net of any commissions paid to the Sub-Agent. AHCP reserves the right to approve all commission percentage to Sub-Agents, which approval shall not be unreasonably withheld. No commission shall be deemed earned until the policy or membership agreement is issued, delivered, and accepted by the applicant. Commissions will not be paid until AHCP collects or received payment of its commission.

4. Advance Commissions/Debit Balances. AHCP or Carriers on AHCP’s behalf may, at its discretion, make advances to Agent in anticipation of future commissions subject to the rules set forth in [Agent Guidelines](#). Such advances will create debit balances, which both parties expressly agree are loans from AHCP. In consideration for the advance commissions, Agent agrees to repay to AHCP or their assigns, the debit balances and interest. AHCP reserves the right to charge interest on all debit balances. Agent is financially responsible to AHCP and their assigns, for any and all debit balances due by Agent, any Sub-Agent, or any Sub-Agent from with Agent receives an override. Agent and Sub-Agents shall assume the full and complete advance balance and debit balance of any Sub-Agent. In the event of a transfer of an Agent from one manager to another, debit balance will transfer to the new manager who agrees to assume financial responsibility for repayment. Coincident with that transfer, all rights to any future earned commissions attributable to the account, and tax benefits, will also be transferred to Agent. Agent shall submit to financial audits and will confirm debit balances upon written request from AHCP. **Agent expressly agrees to be bound by all rules and conditions set forth in [Agent Guidelines](#).**

5. Carrier Requirements. Agent will comply with all Carrier requirements, including providing information or executing forms. Failure to comply may result in forfeiture of commissions and appointment by Carrier.

6. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice. AHCP may terminate immediately “for cause” (as defined in [Agent Guidelines](#)) with written notice to Agent. If this Agreement is terminated for cause, then all of Agent’s right to any compensation shall be immediately terminated. Upon termination of this Agreement, AHCP may reassign, solicit, appoint or otherwise work with the Sub-Agents of Agent.

7. Exclusivity. During the term of the Agreement, AHCP should be the primary supplier of all products to be promoted and sold by Agent and Sub-Agents. Agent may be licensed with other insurance companies to sell other product lines. However, Agent may not recruit AHCP Agents to sell product lines of other insurance companies.

8. Premiums. Agent shall immediately remit all premiums collected or received by Agent and its Sub-Agents in accordance with the guidelines of AHCP. Initial premium may be presented with the application to be accepted by AHCP or Carrier.

9. Rolling Business. AHCP acknowledges that Agent must act in the client’s best interest when recommending changes of carriers. However, Agents agrees that the moving of a block of business to another carrier, for the sole purpose of generating or increasing commissions, is not permitted by AHCP.

10. Records. Agent shall keep records and provide reports as set forth in [Agent Guidelines](#). AHCP or Carrier will furnish Agent with a monthly statement of Agent’s account and will pay any amounts due, subject to other provisions of the Agreement. Agent must report any discrepancies and return payment without 30 days or payment will be deemed accepted.

11. Printed Material. AHCP will furnish all printed matter necessary for doing business under the Agreement. Agent and Sub-Agents will not use any materials referring to AHCP or Carriers without first securing written approval. All printed materials furnished are property of AHCP and shall be promptly returned upon request or when Agreement terminates.

12. Refunds and Rejections. Subject to state law, Carrier reserves the right to reject any applications for insurance without specifying cause, and to cancel, refuse to renew, or modify and policy. In such cases, all premiums will be refunded.

13. Discontinuance of Policy Forms. Without incurring any liability, AHCP or Carrier may discontinue, replace, or withdraw any policy. AHCP or Carrier may also determine commissions and renewal commissions on any policy not scheduled herein.

14. Proprietary Information. Agent agrees to fully comply with all requirements set forth in [Agent Guidelines](#).

15. Indemnity. Agent agrees to indemnify AHCP, Carrier, affiliates, shareholders, directors, officers, and employees and to hold them harmless from all expenses, liabilities, cost, causes of action, loss, damage, and expense, including attorney’s fees and costs of litigation, resulting from any breach of the Agreement or unauthorized, negligent or wrongful act, omission, statement, or presentation by Agent, Agent’s employees and Sub-Agents.

16. Assignment. AHCP may assign its rights to a third party. Agent may not, without the express prior written consent of AHCP, assign any of its rights, responsibilities or commissions. AHCP will have a superior, continuing security interest in all commissions prior to the right of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Agent to AHCP then existing or thereafter accruing.

17. Security Interest. To secure the payment of any indebtedness and performance of Agent of all terms of the Agreement, Agent agrees to assign commissions to AHCP pursuant to the terms set forth in Addendum A.


18. Applicable Law. The Agreement shall be governed by the laws of Texas with exclusive venue in Tarrant County, Texas.

19. Partial Invalidity. If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement.

20. Entire Agreement. This Agreement, including Addendum A in the [Agent Guidelines](#), constitutes the entire agreement and supersedes and replaces any and all prior written or oral agreement between these parties. This Agreement may not be modified without written consent of both parties and shall be binding upon the successors and heirs of the parties hereto.

Executed as the _____ day of _____ 20_____.

By: _____
Agent's Signature Print Name

By: 
Aaron Goddard, Vice President
America's Health Care/RX Plan Agency, Inc.

ADDENDUM A
ASSIGNMENT OF COMMISSIONS AGREEMENT

AHCP agrees to provide Agents with the following benefits and services:

- Lead Marketing Credits for each issued policy where applicable (varies by product)
- Incentive trip credits
- Free replicated Website
- Training program, web conference, and training materials
- Marketing Materials for proprietary products
- Advances funded by AHCP
- Toll free agent service line
- Weekly newsletter that includes all Carrier updates in one place in addition to important announcements and weekly agent rankings.

In exchange for access to AHCP programs and services, Agent agrees to the assignment to AHCP of all commissions earned, subject to the following terms and conditions:

1. All earned commissions assigned to and received by AHCP are received on the Agent's behalf and will promptly be paid out in its entirety to the Agent pursuant to the commissions structure and advance commission agreement between AHCP and the Agent. All commission payments will be made by AHCP or its delegate.
2. Agent may, upon written notice to AHCP, opt out of receiving any advance commissions. AHCP will pay out to Agent all earned commissions.
3. AHCP reserves the right to modify commission or advance commission agreements to providing 10 days advance written notice to Agent.
4. Agent expressly acknowledges that advance commission from AHCP may result in debit balances being owed by Agent to AHCP. Agent understands that these debit balances are loans which are tied to Agent and must be repaid to AHCP. If AHCP determines that monthly commissions will not satisfy the debit balance within 10 months, AHCP may, upon written notice to Agent, use Agent's commissions from any AHCP Carrier to reduce any debit balances.
5. AHCP may not assign commissions to any unaffiliated party without Agent's express written consent.
6. This assignment only applies to commissions for AHCP business while this agreement is in effect. Subject to use of commission to repay debit balances owed, AHCP shall retain no interest in or control of business sold by Agent. AHCP expressly acknowledges that this agreement in no way changes or affects the Agent's status as "Agent of Record" for any business for which commissions have been assigned to AHCP.
7. This assignment may be revoked by Agent upon 30 days written notice to AHCP and the Carrier. Once revoked, Agent will be entitled to receive commissions from Carriers so long as all debit balances with AHCP have been paid.
8. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per Carrier's requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent.

Agent Signature

Date