





**Gerber Life Insurance Company**

445 State Street, Fremont MI 49412  
www.gerberlife.com

WRITING AGENT

## FAIR CREDIT REPORTING ACT DISCLOSURE

Gerber Life Insurance Company will obtain and use consumer reports for the purpose of serving as a factor in establishing your eligibility for contracting and/or appointment as an insurance producer to represent us. We will obtain these consumer reports from:

Business Information Group, Inc.  
PO Box 541  
Southampton, PA 18966

“Consumer Reports” means written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, which will be used by Gerber Life Insurance Company, in whole or in part, for the purpose of serving as a factor in establishing your eligibility to be appointed as an insurance producer for us.

A “Consumer Report” means a credit check, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be contracted and/or appointed with us.

**For Residents of California, Minnesota and Oklahoma:** You have a right to request a copy of the consumer report which will disclose the nature and scope of the report. If you would like to request a copy of the consumer report, please indicate by checking ‘YES’ below.

YES, please provide me a copy of the consumer report.

**For Residents of New York:** You have a right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

### AUTHORIZATION

Gerber Life Insurance Company is hereby authorized to obtain and use a consumer report of my criminal record history, insurance department history and credit history, obtained through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted. I understand that this consumer report will include information as to my general reputation, personal characteristics and mode of living.

I authorize any consumer reporting agency, insurance department, law enforcement agency, the Financial Industry Regulatory Authority, The Securities and Exchange Commission or any other person or organization having any consumer report records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such consumer report records, data and information to Gerber Life Insurance Company.

I understand that if contracted and/or appointed, this authorization will remain valid as long as I am contracted and or appointed with Gerber Life Insurance Company.

A photocopy of this authorization shall be considered as effective as the original.

\_\_\_\_\_  
**Corporate Agency Name (Print or Type)**

\_\_\_\_\_  
**Signature of Writing Agent**

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

\_\_\_\_\_  
**Name of Writing Agent (Print or Type)**

# Gerber Life Insurance Company

## AGENT AGREEMENT

### PARTIES TO THE AGREEMENT

This Agreement is made and entered into between *Gerber Life Insurance Company*, hereafter referred to as “Company”, and \_\_\_\_\_, hereafter referred to as “Agent.”

In consideration of the following terms and conditions, this Agent Agreement (“the Agreement”) is between Company and Agent effective as of the Effective Date stated on the last page of this agreement;

The Company hereby appoints the Agent to represent it subject to the following mutually agreed upon terms and conditions.

### I. RESPONSIBILITIES OF THE PARTIES

The Agent Agrees to:

- A. **Licensing.** Obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
- B. **Solicit Applications.** Solicit applications for Company’s Products.
- C. **Service Customers.** Agent shall provide service to Agent’s customers.
- D. **Suitability.** Ensure that each sale of the Company’s Products covered by this Agreement which is proposed or made directly by Agent is appropriate for and suitable to the needs of the insured and the person or entity to whom Agent made the sale, at the time the sale is made, and suitable in accordance with applicable law governing suitability of insurance products.
- E. **Company Policies, Procedures, Processes & Rules.** Comply with all policies, practices, procedures, processes, and rules of Company. Agent shall promptly notify Company if Agent or any of its employees is not in substantial compliance with any Company policy, procedure, process or rule.
- F. **Comply with Laws and Regulations.** Comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationship with its customers.
- G. **Remittance of Monies.** Treat any money received or collected for the Company as property held in trust, and promptly remit such money to Company at its administrative office in Fremont, Michigan. Agent shall not commingle any funds received or collected for the Company with its own funds. Agent must report any known violations of this provision.
- H. **Underwriting & Issue Requirements.** Comply with the underwriting and issue requirements of the Company as well as any and all applicable legal requirements of the state or states in which the Agent does business.
- I. **Hold Harmless.** Hold harmless and indemnify the Company from all losses, expenses, costs and damages resulting from any acts by the Agent which breach the terms of this Agreement.
- J. **In Force Policies.** Assist the Company in keeping its insurance policies in force.
- K. **Error & Omissions Insurance.** Have and maintain Errors and Omissions liability insurance coverage on Agent and Agent’s employees during the term of this Agreement, in an amount and nature, and with such carrier(s) or on a self-insured basis, satisfactory to Company, and to provide evidence of such insurance to Company upon request.
- L. **Document & Money Delivery.** Adhere to all Company requirements including those related to policy application, illustration (if any), and delivery of policies and the forwarding of any premium collected once a policy is approved.
- M. **Product Familiarity.** Be familiar with all provisions and benefits under each Product offered by the Company for which Agent solicits applications and representing such Product accurately and fairly to prospective purchasers.
- N. **Training.** Participate in training to ensure that Agent is familiar with all provisions and benefits under each Product offered by the Company and representing such Products accurately and fairly to prospective purchasers.
- O. **Notice of Potential, Threatened or Actual Legal Action.** Notify Company within five (5) business days of notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Notice shall comply with the notice provision set forth in section XIII of this Agreement. Company shall have final decision making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.

# Gerber Life Insurance Company

PLEASE PRINT OR TYPE

In consideration of the covenants in this Agreement it is agreed and accepted to by:

*Complete Section A only if the Agent is contracting with the Company as an individual, in which case, all Agent level compensation will be paid to the Agent as an individual. Complete Section B only if the Agent is incorporated and this contract is between the Company and the Agent's corporation (in which case, all Agent level compensation will be paid to the corporation unless the Agent completes a separate Agent contract as an individual with the Company).*

## SECTION A

\_\_\_\_\_  
Individual Agent Name (Print or Type)

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

\_\_\_\_\_  
Social Security Number

## SECTION B

\_\_\_\_\_  
Corporate Agent Name (Print or Type)

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

\_\_\_\_\_  
Federal Tax Identification Number

## Home Office Use

Signature of Gerber Life Insurance Company Officer \_\_\_\_\_

This contract shall take effect on \_\_\_\_\_ and subsequent contract years shall begin with the anniversary of this date.

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

General Agency this agent reports to: \_\_\_\_\_

# COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

## AGENT COMPLIANCE MANUAL AGENT

I acknowledge receipt of the Gerber Life Insurance Company Agent Compliance Manual. I acknowledge that I have read and understand the contents of the Compliance Manual and further understand that if I do not fully comply with the Compliance Manual's requirements, it will be deemed a breach of my contract and may result in, without limitation, the termination of my contract with Gerber Life Insurance Company.

1. I understand and acknowledge the need for strict compliance with all applicable federal and state laws and regulations regarding the solicitation, negotiation and sale of insurance, as applicable.
2. I understand that Gerber Life requires strict adherence to federal and state telemarketing rules and I am to comply with the Vendor Guidelines of the Gerber Life's Telemarketing Compliance Monitoring Program. My signature below certifies the following: completion of the Do Not Call training, required Do Not Call record retention and that all applicable telemarketing registrations are current and in compliance with the Vendor Guidelines. I will review the Do Not Call training within 90 days of the date of initial contracting with Gerber Life and annually thereafter. **Note:** This section only applies to vendors performing telemarketing activities on behalf of Gerber Life.
3. I certify that I will remain in compliance with Gerber Life's Compliance Training Program requirements, which may include Anti-Money Laundering and other training requirements. I agree that it is my responsibility to take Anti-Money Laundering training within 90 days of the date of initial contracting with Gerber Life and annually thereafter. In addition, when requested, I agree to provide Gerber Life evidence of completion of the required trainings.
4. I certify that I have taken Anti-Money Laundering courses directly through another represented insurance company or a competent third party within the past twelve months.
5. It is my responsibility to ensure that I am aware of, and abide by, the laws and regulations in all states of licensure dealing with the use of professional certifications and designations, particularly when used with seniors.
6. Agent signatures are ONLY required at initial contract and thereafter will be signed by the agent's General Agent. It is my responsibility to read and comply with the Agent Compliance Manual and all updates even though the General Agent will be signing this Statement of Understanding annually on my behalf.
7. I certify that I will comply with New York Regulation 194 Producer Compensation Disclosure.

Signature

Date

(Print Name)

Title

Agency Name

Email Address

**PLEASE RETURN A SIGNED COPY OF THIS DOCUMENT.**

## 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/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.

<b>Sign Here</b>	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.



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## AUTOMATIC DEPOSIT AUTHORIZATION FORM

**Use this Authorization form for automatic deposits into a CHECKING ACCOUNT.**

I (we) authorize Gerber Life Insurance Company to make direct deposits into the bank account information listed below. I understand that I may cancel this authorization at any time by notifying Gerber Life Insurance Company.

<b>X</b>	Signature _____ Date ____/____/____
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Agent/Company Name (printed) \_\_\_\_\_

Agent's ID No. \_\_\_\_\_ (if new agent, provide SSN or Tax I.D. number)

Banking Institution \_\_\_\_\_

Type of Account:  Checking  Savings

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

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

Bank Routing No. \_\_\_\_\_ Account No. \_\_\_\_\_  
Nine-digits

**Ensure that all information has been entered and is accurate.**

If returning kit by mail, use address shown below;

If returning by fax, use number (877) 608-4634

Attn: New Business  
Gerber Life Insurance  
445 State St  
Fremont, MI 49349

**Check Example**

1 - Routing Number  
2 - Account Number