



Producer Contracting Checklist

- Appointment Contract & Business Associates Agreement– ***signed and dated***
- Copies of current individual license(s) for *each* state you plan to write business in.
- Licensing And Appointment - No fees are due at this time. Appointment fees will be taken from your commission statement for the SLAICO appointment.

**Please return all forms to: tonia@diversifiedins.com
or by mail to: 730 Holcomb Bridge Rd, Norcross, Ga 30071
or by Fax: 770-662-0516
Diversified Ins Brokers 800-533-5969**



HIERARCHY FORM – DIRECT PAY

SECTION 1 – PRODUCER DATA

Producer Name _____ Encrypted TIN # _____

Direct Upline (if not MGA or GA) _____ Producer # _____

MGA/GA **NAIM** _____ Producer # **62142** _____

SECTION 2 - PRODUCTS

- Short Term Medical
- Supplemental Gap Plans-Latitude
- PivotCare Limited Medical Benefit Plan

SECTION 3 – ASSIGNMENT OF COMMISION – *I direct my compensation to be paid as follows:*

Producer/Agency Name _____ SSN/TIN # _____

Address: _____

City: _____ State: _____ Zip: _____

Producer Signature _____ Date _____

If you have any questions regarding the agent contracting forms please contact

Diversified Ins Brokers: Tonia 800-533-5969 or 770-662-8510

Email: Tonia@diversifiedins.com



Standard Life and Accident Insurance Company
Marketing Office: 2450 South Shore Blvd., Suite 500
 League City, TX 77573
 Phone: 888.290.1085 Fax: 800.229.7211



AGENT AGREEMENT

The STANDARD LIFE AND ACCIDENT INSURANCE COMPANY (The “Company”) is hereby requested to make application to the Department of Insurance of the State of _____ for the issuance of a _____ insurance agent’s license/appointment authorizing me to solicit applications on behalf of the Company.

I hereby agree that your consent to the issuance of such license/appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

1. That I shall be an agent assigned to the agency of _____ (“the Agency”);
2. That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expense incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with the Agency who has agreed to compensate me for such services;
3. That I shall comply with the rules, regulations and rate books of the Company, the laws of the State of _____ and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance;
4. That I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect;
5. That I shall promptly remit to the Agency or the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first year or renewal premiums, or any other item whatsoever;
6. That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever;
7. That I shall not attempt systematically to rewrite or replace customers of the Company with other carriers. Should I do so I will forfeit all compensation I would have otherwise been entitled to from the undersigned manager, and my license/appointment with the Company, if still active, shall be revoked immediately; and
8. That the Company may, without liability to me whatsoever upon request of the Agency or upon its own initiative, cancel my license/appointment at any time.

IN WITNESS WHEREOF, I have affixed my signature this _____ day of _____, 20 _____

Applicant’s Signature

I, the undersigned authorized representative of Agency, understand that the Company’s consent to the issuance of Applicant’s appointment is subject to the following certifications and agreements of Agency: 1. I certify that the Agency and I have made a thorough and diligent investigation which has shown that the Applicant is of good moral and business character. 2. Agency agrees and acknowledges that it is responsible for the training and supervision of the Applicant while Applicant engages in the business of insurance for Agency. 3. Agency further agrees that it shall be and remain responsible for the repayment to the Company of any commissions advanced by the Company to the Agency on behalf of the Applicant if the Company determines in its sole discretion that renewal commissions are not sufficient to repay such advances. Any such advanced commissions not repaid within thirty days of the Company’s notice to the Agency shall begin accruing interest at a rate to be determined by the Company, not to exceed the maximum rate of interest permitted by law. The Company shall be entitled to recover from the Agency attorneys’ fee incurred by the Company in collecting unrepaid advanced commissions hereunder.

Agency Name

Signature and Title of Agency Representative

Date

Agency Code

STANDARD LIFE AND ACCIDENT INSURANCE COMPANY

Name _____	Social Security Number _____
Date of Birth _____	Maiden or Other Name Used _____
National Producer Number _____	
Mailing Address _____	Business Phone Number _____
Home Address _____	Phone Number _____
Former Address _____	FAX Number _____
Spouse's Name _____	Email Address _____

PERSONAL HISTORY: Please answer all questions below with careful thought and be as accurate as possible. A Yes answer won't disqualify you from being appointed; however, an inaccurate answer might! If more space needed - attach separate page.

1. Are you now licensed? (Submit Copy) YES NO
 State(s) _____
 License Number _____ Type of License/Lines _____
2. Has any state ever taken administrative action against your license? YES NO
 If Yes, name state and provide details: _____
3. Have you ever been refused bond? YES NO
 If Yes, please give the reason: _____
4. Do you have an open Bankruptcy? YES NO
 If Yes, give details: _____
5. The Violent Crime and Control Act of 1994 makes it a criminal offense for anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to willfully engage in the business of insurance.
 Have you ever been convicted of a felony? YES NO
 If Yes, give specifics to charge, date, jurisdiction and outcome on a separate page.
6. Do you now have any tax liens, judgments or garnishments? YES NO
 If Yes, give details: _____
7. Are you presently indebted to any insurance company or agency? YES NO
 If Yes, give details: _____
8. a. Are you currently covered by errors and omissions insurance? (Submit Copy) YES NO
 E & O Carrier _____ Limits _____
 Policy Number _____ Effective Date _____ Expiration Date _____
- b. Have you ever filed an errors and omissions claim? YES NO

WORK HISTORY: May we contact you at your present place of business? YES NO

Present Employer _____	Company Name _____	Supervisor _____	Phone Number _____
Address _____	City, State, Zip _____	Employment Dates _____	
Most Recent Employer _____	Company Name _____	Supervisor _____	Phone Number _____
Address _____	City, State, Zip _____	Employment Dates _____	

REFERENCES: Please give name, address and phone number of two businesses.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____

I certify that my answers to the above questions are true and authorize the State Insurance Department to release to Standard Life and Accident Insurance Company information within their records concerning me. I hereby authorize an investigative and credit report whereby information is obtained through personal interview; the inquiry usually concerns information on character, general reputation and mode of living. I understand that any information obtained by the Company will be available to me upon my written request. I certify that I have read and agree to comply with Standard Life's Privacy Policy and Code of Conduct. If accepted, I will comply with all regulations of this state and Standard Life and Accident Insurance Company.

Signature

Date



American National Life Insurance Company of Texas

Standard Life and Accident Insurance Company | American National Life Insurance Company of Texas
Marketing Office: 2450 South Shore Blvd., Suite 500 | League City, TX 77573 | Phone: 888.290.1085 | Fax: 800.229.7211

Producer's Code of Conduct

As a representative of Standard Life and Accident Insurance Company and/or American National Life Insurance Company of Texas, I recognize my responsibility to:

- Conduct myself in the highest character, with honesty, integrity and fairness at all times;
Provide information to clients in a professional manner which is honest, relevant and designed to meet the client's needs, and appropriate to their circumstances;
Fully understand and accurately represent the Company's products and services;
Ensure my personal interests do not conflict with those of clients or the Company;
Render prompt and quality service, both before and after the sale to clients and their beneficiaries;
Learn and follow all Company policies and procedures related to my role as a producer;
Keep informed with respect to applicable laws and regulations and observe them in the practice of my profession;
Determine that any replacement of life or health insurance or a financial product I am proposing is in the best interest of my client;
Foster goodwill, courtesy and consideration in the treatment of policyholders and the general public, while maintaining loyalty and respect for the Company;
Meet all continuing education requirements;
Adhere to principles of ethical market conduct:
- Conduct business according to high standards of honesty and fairness and to render that service to my customers which, in the same circumstances, I would demand for myself;
- Provide competent and customer-focused sales and service;
- Engage in active and fair competition;
- Use advertising and sales materials that are clear as to purpose and honest and fair as to content;
- Provide for fair and expeditious handling of customer complaints and disputes;
- Maintain a system of supervision that is reasonably designed to achieve compliance with these principles of ethical market conduct.

Representative

Marketing General Agent

Please sign this acknowledgement and return it with your Application for Appointment.

BUSINESS ASSOCIATE AGREEMENT



THIS AGREEMENT (“Agreement”) is effective the ____ day of _____, 20__ by and between _____ (“Business Associate”) and STANDARD LIFE AND ACCIDENT INSURANCE COMPANY (“Company”).

Background

Company is a covered entity under the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), the *Standards for privacy of Individually Identifiable Health Information* (the “Privacy Rule”) and the *Security Standards for the Protection of Electronic Protected Health Information* (the “Rule”), promulgated under the Act (the Privacy Rule, Security Rule and the Act are collectively referred to herein as “HIPAA”). In addition, it is the intent of the parties to comply with the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) of the American Recovery and Reinvestment Act of 2009 (“ARRA), Pub. L. 111-5, and its regulations.

Company and Business Associate have entered into a business relationship pursuant to an agreement (the “Prime Agreement”) under which, among other things, Company may provide to Business Associate certain protected health information to enable the Business Associate to perform its obligations thereunder (the “Obligations”).

In order for the Business Associate to perform its Obligations, the Privacy Rule and the Security Rule require that Company obtain adequate assurances from Business Associate in the form of a written agreement that contains certain mandatory provisions regarding Business Associate’s use and disclosure of protected health information (as defined in HIPAA) that is created or received for or from Company in connection with Business Associate’s performance of the Obligations (“Company Protected Health Information”).

NOW, THEREFORE, in consideration of the premises, the parties, intending to be legally bound, agree as follows

1. Privacy of Protected Health Information.

- a) **Permitted Use.** Business Associate is permitted to use and disclose Company Protected Health Information only:
 - i) in connection with its performance of the Obligations under the Prime Agreement, or
 - ii) for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities, provide that, with respect to disclose of Company Protected Health Information to a third party, either:
 - A) The disclosure is Required by Law; or
 - B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Company Protected Health Information that the person or entity will:
 - 1) hold Company Protected Health Information in confidence and use or further disclose Company Protected Health Information only for the purpose for which Business Associate disclosed Company Health Information to the person or entity or as Required by Law; and

- 2) promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Company Protected Health Information was breached.
- iii) Business Associate will make reasonable efforts to use, disclose, and request only the minimum amount of Company Protected Health Information reasonably necessary to accomplish the intended purpose, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Company is required to limit the use, disclosure or request to the minimum necessary.
- b) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Company Protected Health Information, except as permitted or required by this Agreement or as permitted or directed by Company or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Company Protected Health Information in a manner that would violate the Privacy Rule or the HITECH Act if done by Company, except as set forth in Section 1(a)(ii).
- c) **Information Safeguards.**
 - i) Business Associate will develop, implement, maintain, and use industry specific and/or other generally appropriate administrative, technical, and physical safeguards to protect Company Protected Health Information from any use or disclosure in violation of the Privacy Rule.
 - ii) Business Associate will develop, implement, maintain, and use industry specific and/or other generally appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Company's behalf as required by the Security Rule.
 - iii) The information safeguards must meet or exceed the industry specific and/or other generally appropriate minimum standards.
 - iv) If applicable and only if available, Business Associate will provide Company a copy of the most recent SAS70 audit report.
- d) **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted to disclose Company Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Company Protected Health Information that are applicable to Business Associate under this Agreement.
- e) **Prohibition on Sale of Records.** Business Associate shall not directly or indirectly receive remuneration in exchange for any Company Protected Health Information of an individual unless the Company or Business Associate obtained from the individual a valid authorization that includes a specification of whether the Company Protected Health Information can be further exchanged for remuneration by the entity receiving Company Protected Health Information of that individual, except as otherwise allowed under the American Recovery and Reinvestment Act.

2. **Compliance with Transaction Standards.** If Business Associate conducts in whole or part electronic Transactions on behalf of Company for which the Department of Health and Human Services ("DHHS") has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate shall comply with the National Provider Identifier requirements if, and to the extent, applicable.

3. Individual Rights.

- a) **Access.** Business Associate will, within thirty calendar days following Company's request, make available to Company or, at Company's direction, to an individual (or the individual's personal representative), for inspection and obtaining copies (at Company's expense), Company Protected Health Information about the individual that is in Business Associate's custody or control. If the Company Protected Health Information is held in an Electronic Health Record, then the individual shall have a right to obtain from Business Associate a copy of such information in an electronic format. Business Associate shall provide such a copy to Company or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously and specifically made by the individual or Company.
- b) **Amendment.** Business Associate will, upon receipt of written notice from Company, promptly amend or permit Company access to amend any portion of Company Protected Health Information, so that Company may meet its amendment obligations under the Privacy Rule.
- c) **Disclosure Accounting.** So that Company may meet its disclosure accounting obligations under the Privacy Rule:
 - i) Business Associate will record information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of Company Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Company or to a third party.
 - ii) Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Company Protected Health Information if the Company need not account for such disclosures.
 - iii) With respect to any disclosure by Business Associate of Company Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - A) For non-repetitive disclosures of Company Protected Health Information, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Company Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.
 - B) For repetitive disclosures of Company Protected Health Information that Business Associate makes to the same person or entity (including Company), Business Associate may record either (1) the Disclosure Information specified above for each accountable disclosure, or (2) the Disclosure Information specified in Section 3(c)(iii) (A) above for periodicity, or number of the repetitive accountable disclosures, and the date of the last of the repetitive accountable disclosures during the Accounting Period.
 - iv) Business Associate will maintain the Disclosure Information for at least 6 years following the date of the disclosure (3 years for disclosures related to an Electronic Health Record).

Business Associate will make the Disclosure Information available to Company within sixty calendar days following Company's request for such Disclosure Information to comply with an individual's request for disclosing accounting. With respect to disclosures related to an Electronic Health Record, Business Associate shall provide

the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual. Notwithstanding any other provision of this Agreement, Business Associate needs to provide disclosure accounting related to an Electronic Health Record only as of the effective date of this requirement under the American Recovery and Reinvestment Act.

- d) **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Company makes that either (i) restricts use or disclosure of Company Protected Health Information or requires confidential communication about Company Protected Health Information, provided that Company notifies Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Company will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business whether any of Company Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by DHHS), Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying our treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

4. Privacy Obligation Breach and Security Incidents.

a) Reporting.

- (i) Business Associate will report to Company any use or disclosure of Company Protected Health Information not permitted by this Agreement or in writing by Company, along with any Breach of Unsecured Company Protected Health Information. Business Associate will treat the Breach as being Discovered in accordance with HIPAA's requirements. Business Associate will make the report to Company's Privacy Official not more than sixty calendar days after Business Associate learns of such non-permitted use or disclosure. If a delay is requested by law enforcement official in accordance with 45 C.F.R. § 164.412, Business Associate may delay notifying Organization for the time period specified by such regulation. Business Associate's report will at least:
- A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
 - B) Identify Company Protected Health Information that was subject to the Breach or other non-permitted use or disclosure, including, if applicable, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired or disclosed during such Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - D) Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate losses and to protect against any further Breaches;

- E) Identify what steps the individuals who were subject to a Breach should take to protect themselves from potential harm resulting from the breach;
 - F) Provide such other information, including a written report, as Company may reasonably request.
- v) Business Associate will report to Company within thirty calendar days any attempt or successful (A) unauthorized access, use, disclosure, modification or destruction of Company's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report upon Company's request, except if any such security incident resulted in a disclosure or Breach of Company Protected Health Information or Electronic Protected Health Information not permitted by this Agreement, Business Associate will make the report in accordance with Section 4(a)(i) above.

b) Termination of Agreement.

- i) Company may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached a material term of this Agreement and, upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within thirty calendar days. Company may exercise this right to terminate by providing Business Associate written notice of termination, stating the failure to cure the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Company's notice of termination.
- ii) Either Company or Business Associate may terminate this Agreement if amendment or addition to 45 C.F.R Parts 160-64 affects the obligations under this Agreement of the party exercising the right of termination. The party so affected may terminate this Agreement by giving the other party written notice of such termination at least 90 calendar days before the compliance date of such amendment or addition to 45 C.F.R Parts 160-64.

iii) Obligations on Termination.

- A) Upon termination or other conclusion of this Agreement, Business Associate will, if feasible, return to Company or destroy all of Company Protected Health Information in whatever form or medium. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Company Protected Health Information as permitted by Section 1(e) of this Agreement, to if feasible return to Business Associate (so that Business Associate may return it to Company) or destroy all of Company Protected Health Information in whatever form or medium held by Business Associate. Business Associate will complete these obligations no later than sixty calendar days following the effective date of the termination or other conclusion of this Agreement.
- B) Business Associate will identify any of Company Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted by Section 1(e) of this Agreement, that cannot feasibly be returned to Company or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will require such subcontractor or agent to limit its further use or disclosure of Company Protected Health Information that such subcontractor or agent cannot

feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations no later than sixty calendar days following the effective date of the termination or other conclusion of this Agreement.

- C) Business Associate's obligation to protect the privacy and safeguard the security of Company Protected Health Information as specified in the Agreement will be continuous and survive termination or other conclusion of this Agreement.

5. General Provisions.

- a) **Inspection of Internal Security Capabilities, Practices, Books and Records.** Business Associate will make its internal security capabilities, practices, books, and records relating to its use, disclosure and security of Company Protected Health Information available to Company and to the DHHS to determine Company's compliance with the Privacy and Security Rules.
- b) **Business Associate External Access to Company Systems.** Should the nature of Business Associate's contract with the Company require Business Associate to access Company's systems and data, there will be no sharing or pooling of logins associated with the Business Associate access. In no event shall Company Protected Health Information be downloaded to personal storage devices of any type for any purpose.
- c) **Definitions.** All capitalized terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance. For purposes of this Agreement, Company Protected Health Information encompasses Company's Electronic Protected Health Information.
- d) **Amendment to Agreement.** Upon the effective date of any final regulation or amendment or final regulation promulgated by the DHHS that affects Business Associate's use or disclosure of Company Protected Health Information, this Agreement will automatically be deemed amended such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation, unless Company or Business Associate elects to terminate Agreement in accordance with Section 4(b)(ii).
- e) **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- f) **Prior Agreement Terminated.** This Agreement supersedes any prior agreement of the parties concerning similar subject matter, and such prior agreement is hereby terminated.

IN WITNESS WHEREOF, Company and Business Associate have executed this Agreement the day and year first above mentioned.

BUSINESS ASSOCIATE

STANDARD LIFE AND ACCIDENT
INSURANCE COMPANY

By: _____

By:  _____

William J. Hogan
AVP-Health & HIPAA Compliance

Title: _____



RESPONSIBLE BUSINESS PRACTICES GUIDELINES

PLEASE REVIEW THE ENCLOSED GUIDELINES AND PRODUCER'S CODE OF CONDUCT AS PART OF YOUR APPLICATION FOR APPOINTMENT WITH STANDARD LIFE AND ACCIDENT INSURANCE COMPANY AND/OR AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS. THEY EXPLAIN OUR EXPECTATIONS ABOUT THE WAY WE WILL CONDUCT OUR BUSINESS WITH EACH OTHER AND WITH OUR POLICYHOLDERS. SIGN AND RETURN A COPY OF THE PRODUCER'S CODE OF CONDUCT WITH THE OTHER FORMS YOU COMPLETE IN THE APPLICATION PROCESS.

The Responsible Business Practices Guidelines specified herein (hereafter referred to as “the Guidelines”) clarify the position of Standard Life and Accident Insurance Company and American National Life Insurance Company of Texas (hereafter referred to as “the Company,” “we,” or “our”) on the importance of good market conduct practices in the sale of our life insurance, health insurance and annuity products.

Our Commitment

Standard Life and Accident Insurance Company and American National Life Insurance Company of Texas are committed to adhering to principles of ethical market conduct and requires that our appointed representatives do the same.

Principles:

- ✧ to conduct business according to high standards of honesty and fairness, and to render that service to our customers which, in the same circumstances, we would apply to or demand for ourselves;
- ✧ to provide competent and customer-focused service;
- ✧ to engage in active and fair competition;
- ✧ to provide advertising and sales materials that are clear as to purpose and honest and fair as to content;
- ✧ to provide for fair and expeditious handling of customer complaints and disputes; and
- ✧ to maintain a system of supervision and review that is reasonably designed to achieve compliance with these principles of ethical market conduct.

Interpretation and Compliance

These principles are good business—for you the producer, for the Company, and for our customers—through sound conduct. Compliance with these principles remains our shared goal.

To ensure uniform interpretation of and compliance with these principles, Standard Life and Accident Insurance Company and American National Life Insurance Company of Texas have assigned **Debie Knowles**, Vice President, Marketing, supervisory responsibilities over the creation and maintenance of consistent procedures via which we will implement these principles and monitor compliance.

Putting into place the training component of support for these principles will, in part, be the responsibility of **Debie Knowles**, Vice President, Marketing, as will the oversight on the effectiveness of integrating these principles into the Company’s operation and development.

In addition, we will conduct regular surveys of new policyholders. We expect to gain valuable insight into the types of new products and services we should offer to better meet the policyholders’ objectives. The surveys are also expected to help us determine the areas that are in need of better product explanation and ultimately, producer training.

What happens when things go wrong?

From time to time, you may find yourself in a situation where you become aware of sales activities that you think are questionable, in light of these principles. If this is the case, we have specific people you should notify.

In all events, you can talk to **Debie Knowles**, the head of our Marketing activities. You can reach her at the Marketing Department, at 888.290.1085. Her e-mail address is debie.knowles@slaico.com.

Outside of the Marketing Department, you can contact **Judy Regini**, in Corporate Affairs, at 409.766.6985, or by e-mail, at judy.regini@anico.com.

All market conduct issues will be dealt with to ensure privacy and confidentiality for all parties involved. ***The Company will not tolerate any form of retaliation against anyone who uses this process.***

Here are some examples of the kinds of questionable sales activities we are referring to:

- ✧ use of disparaging statements in a sales presentation i.e., any statements, written or oral, that are untrue, deceptive, misleading or otherwise unlawful with regard to competitors;
- ✧ unfair competition i.e., engaging in inappropriate replacement of existing insurance, disparaging competitors, use of dishonest, false or fraudulent practices to displace a competitor;
- ✧ use of unapproved sales materials, or approved sales materials modified without prior approval;
- ✧ inducing or influencing Standard Life and Accident Insurance Company and/or American National Life Insurance Company of Texas producers to leave its service.

This is obviously not an exhaustive list. It is an indication of the kinds of practices that are not consistent with these principles, insurance laws and regulations, or your Standard Life and Accident Insurance Company and/or American National Life Insurance Company of Texas contracts.

Debie Knowles and Judy Regini are also assigned responsibility for dealing with complaints. ***It is important you refer any complaints from your policyholders to the Company promptly so we can resolve them.*** We have found that complaints do not go away until the customer is fully satisfied.

Many of the things which make policyholders dissatisfied with our services or products are based on misunderstandings or unsuccessful communication. If we can resolve the issue early, we can frequently avoid having them escalate into a full-blown Insurance Department complaint.

At the same time, customers who find that the Company and their agents are genuinely interested in making their perceived problems go away can be a valuable asset to you, both in terms of increased persistency and as a source of referrals.

Replacement

Replacement activity is the focus of scrutiny by both insurance regulators and the ratings agencies which grade our financial condition. These groups are expressing increased concern about perceived abusive practices like “twisting” (inappropriate external replacements) and “churning” (inappropriate internal replacements). As a result of these concerns, we are seeing a move towards detailed replacement forms such as those found in the new NAIC Model Replacement Regulations, already adopted in several states.

The kinds of practices which have aroused concern, and which are considered “replacements” are more broadly defined than just terminating an existing policy when a new one is sold. It also includes things like these:

- ✧ encouraging a policyholder to borrow against current life or annuity policy values to pay for a new one;
- ✧ encouraging a policyholder to place existing coverage under one of the nonforfeiture options (e.g., RPU or ETI) in conjunction with purchasing new insurance;
- ✧ having the benefits under an existing policy reduced or restructured to free up cash flow for a new policy.

Replacement of existing insurance is frequently not in the best interest of either the client or the insurer. These will be some of the concerns:

- ✧ exposure of the client to new contestable and suicide periods;
- ✧ new sales and expense loads;
- ✧ increased age and possible changes in policyholder health;
- ✧ loss of any “grandfathered” policy or tax benefits;
- ✧ potential loss of revenue and surplus to the Company; and
- ✧ potential increased exposure to policyholder complaints.

Because each client’s position is unique, you have to weigh these known costs against potential benefits for the client to determine whether a possible replacement is to their advantage. The best benchmark for judging that is the following:

To conduct business according to high standards of honesty and fairness, and to render that service to our customers which, in the same circumstances, we would apply to, or demand for ourselves.

Replacement of existing insurance, especially life insurance and annuities, should be recommended to a client only when you can clearly and objectively demonstrate the client is better off as a result. This is also consistent with the official **Statement of Policy Regarding Replacements**, adopted by all members of the American National family of companies:

Agents should not advise, suggest, or recommend that an existing life insurance or annuity contract be replaced unless it is in the interests of the customer.



As an insurance producer, your skills and services help our clients achieve financial success and security. Since you are on the front lines of a multi-billion dollar industry, you are in a unique position not only to serve our clients, but also to serve this country by helping prevent money laundering and the financing of terrorist activities.

To comply with new federal anti-money laundering regulations for insurance companies, our family of companies is implementing a detailed anti-money laundering program. You have an important role to play in that program. You may often be in a critical position to obtain information regarding the customer, the customer's source of funds for the products we sell, and the customer's reasons for purchasing an insurance product.

In order to sell individual annuities and life insurance, the Company's anti-money laundering program requires you to:

- Ensure that all information requested on the product application and associated documents is accurate and complete, including the USA PATRIOT Act Notification and Customer Identification Verification form for all non-variable business.
- **Contact the appropriate Anti-Money Laundering (AML) compliance officer if a customer resists providing information.** (See contact information further in this document.)
- Maintain appropriate records of this information as long as the contract remains in force and for five years thereafter.
- Notify the appropriate AML compliance officer if you detect any money laundering red flags, so that the Company can determine whether a suspicious activity report (SAR) must be filed with the U.S. Department of the Treasury or any agency thereof.

Possible Red Flag Activity

- The purchase of a product that appears to be inconsistent with a customer's needs
- The purchase or funding of a product that appears to exceed a customer's known income or liquid net worth
- Any attempted unusual method of payment, particularly by cash or cash equivalents, such as money orders or cashier checks
- Payment of a large amount broken into several smaller amounts
- Little or no concern by a customer for the performance of an insurance product, but much concern about the early termination features of the product
- The reluctance by a customer to provide identifying information, or the provision of information that seems fictitious
- Any other activity which you think is suspicious

AML Contact Information - Report Suspicious Activity To:

Contact: **Judith L. Regini (Judy)**
Assistant Vice President
Corporate Compliance
Chief Compliance Officer for Anti-Money
Laundering /OFAC

Or **Julie Dawson, Quality Assurance Analyst**

Mail: P.O. Box 1896
Galveston, TX 77553

Phone: (800) 933-5975

Fax: (409) 621-3885

Email: AMLCompliance@anico.com

Types of Payments Accepted

Advise customers that only the following types of payment may be accepted:

- Personal checks and pre-authorized checks.
- Cash equivalents (money orders, cashier's checks, traveler's checks, bank drafts.)
 - Cash and cash equivalents must be reported to the IRS and FinCEN on Form 8300 when payments received by the Company in a single transaction. Related transactions occurring within any 12-month period would be aggregated for reporting purposes even if individually they are less than \$10,000.
- ***If a customer provides a form of payment that is not permitted, do not accept the payment and notify the appropriate AML compliance officer if it is in an amount greater than the limits defined herein.***

NOTE: An employee, agent or broker must not, under any circumstances, disclose that he has reported suspicious activity or red flags to the Company. Any inquiries regarding the subject matter of any SAR must be directed to the AML officer.

It is the sole responsibility of the Company's AML officer to determine whether a SAR is filed with the Treasury Department. The AML officer and the Company are prohibited from disclosing to the agent and any other person that a SAR has been filed.

The Company and its producers share an important responsibility to comply with the Company's program and all applicable anti-money laundering laws. A failure to do so will constitute grounds for discipline, up to and including termination. In addition, violation of anti-money laundering laws may expose those responsible to substantial penalties under federal law.

Standard Life and Accident Insurance Company Guide to Anti-Money Laundering

RECEIPT AND ACKNOWLEDGMENT. I have received, read and understand Standard Life's Company Guide to Anti-Money Laundering. I agree to comply with the requirements of such policies and understand that failure to do so will lead to disciplinary action, up to and including termination and appropriate legal sanctions.

Date: _____

Print Name: _____

Personal Code: _____

Signature: _____



AUTHORIZATION

Required by The Fair Credit Reporting Act

The Federal Fair Credit Reporting Act, as amended, provides that any consumer reporting agency may furnish a consumer report in accordance with the written instructions of the consumer to whom it relates.

In accordance with that provision, the person signing this form as "Applicant" hereby authorizes any person or agency to give, in writing, orally, or in any other form, to Standard Life and Accident Insurance Company (SLAICO), American National Insurance Company (ANICO) or American National Life Insurance Company of Texas (ANTEX) or its designated representatives any information gathered or maintained by a consumer reporting agency bearing on the Applicant's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the Applicant's eligibility for credit, employment or any other purpose authorized under Section 604 of the Act.

Further, the Applicant understands that SLAICO, ANICO or ANTEX may, as part of its normal procedure, request that an investigative consumer credit report be made whereby information on the Applicant's character, general reputation, personal characteristics or mode of living is obtained through personal interviews with business associates, employers, friends, neighbors and others with whom the Applicant may be acquainted or who may have knowledge concerning any such items of information. The Applicant authorizes the individual or agency conducting the investigation to give, in writing, orally, or any other form, to SLAICO, ANICO or ANTEX or its designated representatives any information gathered or obtained during this investigation pertaining to Applicant's production, persistency, commissions, earnings, estimated future earnings, commission advances, loans and debts, including, but not limited to, any indebtedness that may have been charged to the Applicant's manager or agency, or which may have been written off.

The Applicant authorizes SLAICO, ANICO or ANTEX or its designated representatives to use the reports furnished in accordance with this authorization in any deliberations which it or they may undertake to determine whether or not SLAICO, ANICO or ANTEX will make an offer of a contract to the Applicant.

For California, Minnesota or Oklahoma Applicants only - If a consumer report is obtained and you would like to receive a copy, please check this box.

For California Applicants only - If public record information is obtained without using a consumer reporting agency, you will be supplied a copy of the public record information unless you check this box waiving your right to obtain a copy of the report.

Applicant's Printed Name

Applicant's Signature

Date



**American National Insurance Company
American National Life Insurance Company of Texas
Standard Life and Accident Insurance Company**

**One Moody Plaza
Galveston, TX 77550**

NOTICE OF PRIVACY POLICY

American National Insurance Company and its affiliated companies are committed to providing insurance and annuity products and services designed to meet your needs. We are equally committed to respecting your privacy and protecting the information about you that we may receive. We have prepared this notice to advise you what information we collect, how we use it and how we protect it.

What Information We Collect

As is an essential part of our business, we obtain certain personal information about you in order to provide a financial product or service to you. Some of the information we receive comes directly from you on applications or other forms, and may include information you provide during visits to our web site. We may also receive information from physicians, testing laboratories and other health providers, and from consumer reporting agencies. The types of information we receive may include addresses, social security numbers, family information, current and past medical history and financial information, including information about transactions with other financial institutions.

What Information We Disclose

We do not disclose nonpublic personal information about our current or former customers to any non-affiliated entity, except as permitted by law. Examples of the disclosures which we are permitted by law to make include: disclosures necessary to service or administer an insurance or annuity product that you requested or authorized; disclosures made with your consent or at your direction; disclosures made to your legal representative; disclosures made in response to a subpoena or an inquiry from an insurance or other regulatory authority; disclosures made to comply with federal, state or local laws and to protect against fraud.

Our Privacy Protection Procedures

We protect information about you from unauthorized access. Our employees and agents receive training regarding our privacy policies, and access to information about you is restricted to those individuals that need such information in order to provide products and services to you. Examples of activities requiring access to personal information include: underwriting, claims processing, reinsurance and policyholder service. Finally, we employ secure technologies in order to safeguard transmission of information about you through our web sites, and we have established and maintain procedures to comply with all state and federal laws and regulations regarding the security of personal information. This notice is for your information and does not require any action on your part.



Standard Life and Accident Insurance Company | American National Life Insurance Company of Texas
Marketing Office: 2450 South Shore Blvd., Suite 500 | League City, TX 77573 | Phone: 888.290.1085 | Fax: 800.229.7211

INSURANCE ACTIVITIES REQUIRING PERSONS TO BE LICENSED IN VIRGINIA

Per the request of the Virginia Bureau of Insurance, I hereby certify, under penalty of perjury under the laws of the State of Virginia, that I have received, read, and understand the information provided to me in reference to the Administrative Letter 2002-8 (discusses the many changes in Virginia laws governing the licensing and other activities of insurance agents, consultants, and other licensees), Administrative Letter 2002-9 (discusses what activities require agents/agencies to be licensed and what activities are and are not permitted for those who are not licensed as insurance agents), and Administrative Letter 2008-03 (Rules Governing Military Sales Practices) found in the Virginia Bureau Insurance Code.

The referenced Administrative Letters and other pertinent Administrative Letters may be located via the Bureau of Insurance website at:

http://scc.virginia.gov/division/boi/webpages/boiadminltrsforagents.htm

Date _____

By _____

(Signature)

Print Name _____

(If corporation, please print corporate name & principal of corporation.)

Social Security Number / Tax ID Number _____

Branch Office Number (if known) _____

License & Appointment Fees

STATE	REQUIRED Licenses for Agency Appointments (Agency/Individual)	Appointment Fee	NR Appointment Fee	Simultaneous Submission
ALABAMA	Both	\$40 - Agency & Ind	\$40 - Agency & Ind	Yes
ALASKA	Agency	N/A	N/A	Yes
ARIZONA	Agency	N/A	N/A	Yes
ARKANSAS	Both	N/A	N/A	Yes
CALIFORNIA	Agency	\$29	\$29	Yes
COLORADO	Agency	N/A	N/A	Yes
CONNECTICUT	Both	\$50 - Agency & Ind	\$50 - Agency & Ind	Yes
DELAWARE	Both	\$25 - Agency & Ind	\$25 - Agency & Ind	Yes
DIST. OF COLUMBIA	Agency	\$25	\$25	Yes
FLORIDA	Both	\$60 - Agency & Ind all counties not including FL fee	\$60 (\$6 per county may apply) - Agency & Ind not including FL fee	Yes
GEORGIA	Both	\$14.84	\$14.84	
HAWAII*	Agency	N/A	N/A	Yes
IDAHO	Agency	N/A	N/A	Yes
ILLINOIS	Agency	N/A	N/A	Yes
INDIANA	Agency	N/A	N/A	Yes
IOWA	Individual (Agency license optional)	Retaliatory	Retaliatory	Yes
KANSAS	Agency	\$5	\$5	Yes
KENTUCKY	Agency	\$40	\$50	
LOUISIANA	Agency	\$20	\$20	Yes
MAINE	Both	\$30 - Agency & Ind	\$45 - Agency & Ind	Yes
MARYLAND	Agency	N/A	N/A	Yes
MASSACHUSETTS	Agency	\$75	\$75	Yes
MICHIGAN	Both	\$5 - Agency & Ind	\$5 - Agency & Ind	Yes
MINNESOTA	Both	\$30	\$30	Yes
MISSISSIPPI	Both	\$25	\$25	Yes
MISSOURI	Agency	N/A	N/A	Yes
MONTANA	Agency	N/A	N/A	Yes
NEBRASKA	Both	Retaliatory	Retaliatory	Yes
NEVADA	Agency	\$15	\$15	Yes
NEW HAMPSHIRE	Both	\$25 - Agency & Ind	\$25 - Agency & Ind	Yes
NEW JERSEY	Agency	\$25	\$25	Yes
NEW MEXICO	Both	\$20	\$20	Yes
NEW YORK	Agency	N/A	N/A	Yes
NORTH CAROLINA	Both	\$10 life + \$10 health	\$10 life + \$10 health	No
NORTH DAKOTA	Both	\$10 - Agency & Ind	\$10 - Agency & Ind	Yes
OHIO	Both	\$15 life + \$15 health - Agency & Ind	\$15 life + \$15 health - Agency & Ind	Yes
OKLAHOMA	Both	\$30 - Agency & Ind	\$30 - Agency & Ind	Yes
OREGON	Agency	N/A	N/A	Yes
PENNSYLVANIA	Both	N/A	N/A	No
RHODE ISLAND	Individual (Agency license optional)	N/A	N/A	Yes
SOUTH CAROLINA	Both	N/A	N/A	Yes
SOUTH DAKOTA	Both	\$10 - Agency & Ind	\$20 - Agency & Ind	Yes
TENNESSEE	Individual (Agency license optional)	\$15	\$15	Yes
TEXAS	Agency	\$10	\$10	Yes
UTAH	Agency	N/A	N/A	Yes
VERMONT	Individual (Agency license optional)	\$60	\$60	Yes
VIRGINIA	Both	\$10 - Agency & Ind	\$10 - Agency & Ind	Yes
WASHINGTON	Agency	\$20	\$20	Yes
WEST VIRGINIA	Agency	\$25	\$25	No
WISCONSIN	Individual (Agency license optional)	\$16	\$40	Yes
WYOMING	Both	\$15 - Agency & Ind	\$15 - Agency & Ind	Yes

Updated 5/23/17

APPOINTMENT CONTRACT

INSTRUCTIONS TO BECOME APPOINTED & CONTRACTED WITH COMPANION LIFE INSURANCE COMPANY:

1. All information **must be** filled in and this form signed and dated before it can be approved and processed.
2. Attach a photocopy of your current Producer license for all states to be appointed.
3. If Commissions are being paid to an agency, please attach a photocopy of Agency License.
4. If commissions are to be paid to an agency, give Agency Name _____
and Tax ID No: _____.

Mr. Ms. Mrs.

LAST NAME: _____ FIRST NAME: _____

MIDDLE NAME: _____ NICKNAME: _____

BUSINESS OVERNIGHT MAILING ADDRESS:

(STREET) (CITY) (STATE) (ZIP)

EMAIL ADDRESS: _____

BUSINESS PHONE: _____ FAX NUMBER: _____

HOME ADDRESS:

(STREET) (CITY) (STATE) (ZIP)

COUNTY: _____

SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____

NATIONAL PRODUCER NUMBER: _____

SEND CORRESPONDENCE TO: BUSINESS ADDRESS (OR) HOME ADDRESS

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of, or currently charged with, any felony involving dishonesty or breach of trust? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of, or currently charged with, committing a crime involving moral turpitude since becoming licensed? |
| <input type="checkbox"/> | <input type="checkbox"/> | With the exception of credit life and disability insurance agents, are you employed by or associated with any degree, directly or indirectly, a financial institution as defined in section 626.988, F.S.? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of any crime under the Violent Crime Control and Law Enforcement Act of 1994 (18 United States Code, §§1033 and 1034)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you have an outstanding debt with any insurance company? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been bankrupt or insolvent, either personally or professionally? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has an insurance company ever canceled a contract with you for any reason other than lack of production? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had a complaint filed against you by a state or provincial insurance department? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had an insurance license denied or revoked by a state or province? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been refused a surety or fidelity bond? |

If the answer to any of these questions is "yes," please provide details on a separate sheet of paper.

By my signature below, I hereby certify that I have reviewed this application and the information contained herein is wholly true, correct and complete to the best of my knowledge and belief. I understand that Companion Life Insurance Company, and or its affiliates or assignees, hereinafter called (the "COMPANY") may conduct information searches to verify the information contained in this application. If any information given to obtain or maintain an appointment is found to be incorrect or incomplete, it will be grounds for rejecting this application or for termination of my appointment at the sole discretion of the COMPANY. The COMPANY retains sole authority to terminate any appointment subject to applicable laws and regulations.

All applicants and appointed agents must comply with all insurance laws, regulations and insurance department bulletins in the jurisdictions in which appointed. The applicant may not use, distribute, or publish any advertisements (as defined by the laws of the jurisdictions for which the applicant is appointed), solicit materials, or proposal, until all state licensing and appointment and/or contract requirements are met, and you have been advised by the COMPANY. Following applicant's notification of the approved appointment by COMPANY, appointed agent may not use, distribute, or publish any advertisements (as defined by the laws of the jurisdictions for which the applicant is appointed), solicit materials, or proposal which has not been filed with and approved in writing by COMPANY. The applicant and approved agent shall not use COMPANY service or trademarks without the prior written consent of COMPANY. The applicant and appointed agent hereby agree to assist and cooperate with COMPANY regarding any and all insurance department inquiries, complaints or investigations.

FAIR CREDIT REPORTING ACT DISCLOSURE

When considering your application for appointment, when making a decision whether to execute an appointment, when deciding whether to continue your appointment (if you are appointed), and when making other appointment related decisions directly affecting you, the COMPANY may obtain and use a "consumer report" from a "consumer reporting agency." These terms are defined in the Fair Credit Reporting Act (FCRA), which applies to you. As an applicant for agent appointment, you are a "consumer" with rights under the FCRA. A "consumer report" is any written, oral or other communication of any information by a "consumer reporting agency" bearing on a consumer's character, general reputation, personal characteristics or mode of living. You may also contact the Federal Trade Commission about your rights under the FCRA as a "consumer" with regard to "consumer reports" and "consumer reporting agencies." You have a right to make a written request, with a reasonable period of time, to receive information about the nature and scope of this investigation.

DATE

AGENT SIGNATURE

DATE APPROVED

COMPANION LIFE INSURANCE COMPANY

*SUMMARY OF PRODUCER APPOINTMENT REQUIREMENTS FOR CURRENTLY LICENSED PRODUCERS				
PRE-APPOINTED STATES				
Georgia (GA)	Montana (MT)	North Carolina (NC)	Pennsylvania (PA)	Washington (WA)
Kansas (KS)		Louisiana (LA)		
NO PRE-APPOINTMENT REQUIREMENTS				
Alabama (AL)	Alaska (AK)	Arkansas (AR)	Arizona (AZ)	California (CA)
Colorado (CO)	Connecticut (CT)	Delaware (DE)	District of Columbia (DC)	Florida (FL)
Hawaii (HI)	Illinois (IL)	Idaho (ID)	Indiana (IN)	Iowa (IA)
Kentucky (KY)	Maine (ME)	Maryland (MD)	Massachusetts (MA)	Michigan (MI)
Minnesota (MN)	Mississippi (MS)	Missouri (MO)	Nebraska (NE)	Nevada (NV)
New Hampshire (NH)	New Jersey (NJ)	New Mexico (NM)	New York (NY)	North Dakota (ND)
Ohio (OH)	Oklahoma (OK)	Oregon (OR)	Rhode Island (RI)	South Carolina (SC)
South Dakota (SD)	Tennessee (TN)	Texas (TX)	Utah (UT)	Vermont (VT)
Virginia (VA)	West Virginia (WV)	Wisconsin (WI)	Wyoming (WY)	



AGREEMENT WITH BUSINESS ASSOCIATE

This Agreement (“BAA”) is effective upon execution, and is made by and between **the undersigned Agent/Agency** (“Business Associate”) and Companion Life Insurance Company (“Company”).

Company and Business Associate mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS. Company and Business Associate agree to incorporate into this Agreement any regulations issued with respect to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

A. Privacy & Security of Protected Health Information and Electronic Protected Health Information.

1. **Permitted Uses and Disclosures.** Business Associate is permitted or required to use or disclose Protected Health Information (“PHI”) and electronic PHI it creates or receives for or from Company or to request PHI and electronic PHI on Company’s behalf only as follows:
 - a) **Functions and Activities on Company’s Behalf.** To perform functions, activities, services, and operations on behalf of Company, consistent with HIPAA, the HITECH Act, and their implementing regulations as specified in the Producer Appointment Agreement.
 - b) **Business Associate’s Operations.** Business Associate may use the Minimum Necessary PHI and electronic PHI for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities. Business Associate may disclose the Minimum Necessary PHI and electronic PHI for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities only if:
 - (i) The disclosure is required by law; or
 - (ii) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose PHI or electronic PHI that the person or organization will:
 - a. Hold such PHI, electronic PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
 - b. Promptly notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI or electronic PHI was breached.
2. **Minimum Necessary and Limited Data Set.** Business Associate’s use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in Section A.1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of Company’s Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request.
3. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose PHI or electronic PHI except as permitted or required by this Agreement, as otherwise permitted in writing by Company, or as required by law. This Agreement does not authorize Business Associate to use or disclose PHI or electronic PHI in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) or the HITECH Act and its implementing regulations, if done by Company, except as set forth in Section A(1)(b).
4. **Sale of PHI:** Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Agreement and consistent with applicable law.
5. **Marketing:** Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes except where permitted by the Agreement and consistent with applicable law.
6. **Fundraising:** Business Associate shall not use or disclose PHI for fundraising purposes except where permitted by the Agreement and consistent with applicable law.

7. **Genetic Information:** Business Associate shall not use or disclose genetic information to the extent prohibited by 45 C.F.R § 164.502(a)(5)(i).
8. To the extent that Company and Business Associate agree that Business Associate is to carry out Company's or its clients' obligations under 45 C.F.R. Part 164, Subpart E (the Privacy Rule), Business Associate shall comply with the requirements of the Privacy Rule that apply to Company or its clients in the performance of such obligation. In addition, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 164, Subpart C. This provision shall not be interpreted to limit the generality of any other provision of this Agreement.
9. **Information Safeguards.** Business Associate will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164, Subparts C & E, and any other implementing regulations issued by the U.S. Department of Health and Human Services (including, but not limited to, CMS Core Security Requirements, if applicable), and any other applicable laws. The safeguards will be designed to preserve the integrity, availability and confidentiality of electronic PHI, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, PHI. Business Associate will additionally develop any safeguards to the extent required by the HITECH Act. Business Associate will document and keep these safeguards current. Business Associate agrees to mitigate any harmful effect that is known to the Business Associate resulting from a use or disclosure of PHI or electronic PHI by the Business Associate or its subcontractors in violation of the requirements of this Agreement.
10. **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Company to disclose PHI and electronic PHI, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations as Business Associate with respect to such PHI and, electronic PHI.

B. Compliance with Standard Transactions. If Business Associate conducts, in whole or part, Standard Transactions for or on behalf of Company, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Company that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

C. Individual Rights.

1. **Access.** Business Associate will, within five (5) business days after Company's request, make available to Company or, at Company's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any PHI and electronic PHI about the individual that is in Business Associate's custody or control, so that Company may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where directed by Company.
2. **Amendment.** Business Associate will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the PHI and electronic PHI, so that Company may meet its amendment obligations under 45 C.F.R. § 164.526.
3. **Disclosure Accounting.** So that Company may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - a) **Disclosure Tracking.** Business Associate will record information concerning each disclosure of PHI or electronic PHI, not excepted from disclosure tracking under Agreement Section C.3(b) below, that Business Associate makes to Company or a third party. The Disclosure Information Business Associate will record includes: (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI or electronic PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). Business Associate further shall provide any additional information to the extent required by the HITECH Act and any

accompanying regulations. For repetitive disclosures Business Associate makes to the same person or entity for a single purpose, Business Associate may provide (x) the disclosure information for the first of these repetitive disclosures; (y) the frequency, periodicity or number of these repetitive disclosures; and (z) the date of the last of these repetitive disclosures.

Business Associate will make this disclosure information available to Company within ten (10) business days after Company's request.

- b) **Exceptions from Disclosure Tracking.** Business Associate need not record disclosure information or otherwise account for disclosures of PHI or electronic PHI that this Agreement or Company in writing permits or requires (i) for purposes of Treating the individual who is the subject of the PHI or electronic PHI disclosed, payment for that Treatment, or for the Health Care Operations of Company or Business Associate (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI or electronic PHI disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the PHI or electronic PHI disclosed; (iv) to persons involved in that individual's health care or Payment related to that individual's health care; (v) for notification for disaster relief purposes; (vi) for national security or intelligence purposes; (vii) as part of a Limited Data Set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
 - c) **Disclosure Tracking Time Periods.** Unless otherwise provided under the HITECH Act, Business Associate must have available for Company the disclosure information required by Agreement Section C.3(a) for the six (6) years preceding Company's request for the disclosure information. In addition, where Business Associate is contacted directly by an individual based on information provided to the individual by Company, and where so required by the HITECH Act and/or any accompanying regulations, Business Associate shall make such Disclosure Information available directly to the individual.
4. **Restriction Requests; Confidential Communications.** Business Associate shall immediately notify Company's Privacy Officer of any individual request made pursuant to 45 C.F.R. § 164.522 that Company or Business Associate restrict the disclosure of protected health information of the individual. Business Associate will comply with any requests for restriction requests and confidential communications of which it is aware and to which Company agrees pursuant to 45 C.F.R. § 164.522 (a) and (b).
5. **Inspection of Books and Records.** Business Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI or electronic PHI, available to Company and to the U.S. Department of Health and Human Services to determine compliance with 45 C.F.R. Parts 160-64 or this Agreement.

D. Breach of Privacy & Security Obligations.

1. **Breach.** Business Associate will report to Company any use or disclosure of PHI or electronic PHI not permitted by this Agreement or by Company in writing. Business Associate will make the report to Company's Privacy Officer within three (3) business days after Business Associate knew or by the exercise of reasonable diligence should have known of such non-permitted use or disclosure. In addition, Business Associate will report, following discovery and without unreasonable delay, but in no event later than three (3) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations, even if Business Associate deems the unauthorized acquisition, access or use to be in good faith, unintentional or inadvertent and even if Business Associate deems the risk of harm posed to the individuals involved to be insignificant. Business Associate shall cooperate with Company in investigating the Breach and in meeting the Company's obligations under the HITECH Act and any other security breach notification laws.

Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate's report will, at a minimum:

- a) Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
- b) Identify the PHI or electronic PHI accessed, used or disclosed as part of the Breach (e.g. full name, social security number, date of birth, etc.);
- c) Identify who made the non-permitted or violating access, use or disclosure and who received the non-permitted disclosure;

- d) Identify what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
 - e) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
 - f) Provide such other information, including a written report, as Company may reasonably request.
2. **Security Incident.** Business Associate will additionally report to Company as requested by the Company any attempted or successful (a) unauthorized access, use, disclosure, modification, or destruction of Company's electronic PHI of which Business Associate becomes aware, or (b) interference with system operations in Business Associate's Information System containing Company's electronic PHI ("Security Incident") of which Business Associate becomes aware. If the Security Incident resulted in an unauthorized access, use, or disclosure, then a written report shall be provided according to the timeline and content requirements in Section D.1 above.
3. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect resulting from any Breach or attempted or successful Security Incident. In addition, Business Associate shall cooperate with and implement any reasonable mitigation requests by Company relating to any Breach or attempted or successful Security Incident. Any mitigation performed pursuant to this Section shall be done at Business Associate's expense.

E. **General Provisions.**

1. **Termination of Agreement.**

- a) **Right to Terminate for Breach.**
 - (i) Company may terminate Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement. Company may exercise this right to terminate Agreement by providing Business Associate written notice of termination, stating the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Company's notice of termination. If for any reason Company determines that Business Associate has breached the terms of this Agreement and such breach has not been cured, but Company determines that termination of the Agreement is not feasible, Company may report such breach to the U.S. Department of Health and Human Services.
 - (ii) Business Associate may terminate Agreement if it determines, after reasonable consulting with Company, that Company has breached any material provision of this Agreement and upon written notice to Company of the breach, Company fails to cure the breach within thirty (30) days after receipt of the notice. Business Associate may exercise this right to terminate Agreement by providing Company written notice of termination, stating the failure to cure the breach of this Agreement that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If Business Associate reasonably determined that Company has breached a material provision of this Agreement and such breach has not been cured, but Business Associate and Company mutually determine that termination of the Agreement is not feasible, Business Associate may report such breach to the U.S. Department of Health and Human Services.
- b) **Obligations upon Termination.**
 - (i) **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of Agreement, Business Associate will, if feasible, return to Company or destroy all PHI and electronic PHI in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of PHI and electronic PHI. Company will determine, in its sole discretion, whether Business Associate will destroy or return such PHI and electronic PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than ten (10) business days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. All costs related to the Business Associate's return or destruction of PHI and electronic PHI will be paid by the Business Associate. Business Associate will identify any PHI and electronic PHI that cannot feasibly be returned to Company or destroyed. Business Associate will limit its further use or disclosure of that PHI and electronic PHI to those purposes that make return or destruction of that PHI and electronic PHI infeasible. Within ten (10) business days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Business Associate will (a) certify on oath in writing to Company that such return or destruction has been completed, (b) deliver to Company the identification of any PHI and electronic PHI for which return or destruction is infeasible,

and (c) certify that it will only use or disclose such PHI and electronic PHI for those purposes that make return or destruction infeasible.

- (ii) **Continuing Privacy Obligation.** Business Associate's obligation to protect the privacy of the PHI and electronic PHI it created or received for or from Company will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.
 - c) **Other Obligations and Rights.** Business Associate's other obligations and rights and Company's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.
2. **Indemnity.** Each party (the "Indemnifying Party") will indemnify and hold harmless the other (the "Indemnified Party") and any Indemnified Party affiliate, officer, director, employee or agent from and against any reasonable expenses, including, without limitation, judgments, settlements, penalties, assessments, reasonable attorney's fees and costs, incurred as a direct result of a third-party claim arising out of or in connection with a breach of this Agreement by the Indemnifying Party or any subcontractor, agent, person or entity under the Indemnifying Party's control. This duty of indemnity is contingent upon the Indemnified Party giving the Indemnifying Party the following: (a) prompt notice of the third-party claim; (b) an opportunity to exercise sole control over the defense and/or settlement of the third-party claim, provided that the Indemnifying Party shall secure the Indemnified Party's advance, written consent to any settlement; and (c) reasonable assistance in the defense and/or settlement of the third-party claim.
3. **Definitions.** With respect to any information created, received, maintained, or transmitted by Business Associate from or on behalf of Company or another business associate of Company ("Company Information"), the following definitions apply:
 - a) The capitalized terms "Covered Entity," "Electronic Protected Health Information ("electronic PHI" or "ePHI)" shall be construed to be "Electronic Protected Health Information"), "Protected Health Information" ("PHI" shall be construed to be "Protected Health Information"), "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103.
 - b) The term "Standard Transactions" shall have the meaning set out in 45 C.F.R. § 162.103. The term "Minimum Necessary" shall have the meaning set out in 45 C.F.R. § 164.502.
 - c) The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103.
 - d) The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501.
 - e) The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to PHI, utilization, employment, examination, analysis or application within Business Associate.
 - f) The terms "disclose" and "disclosure" mean, with respect to PHI, release, transfer, providing access to or divulging to a person or entity not within Business Associate.
 - g) Any other capitalized terms not identified here shall have the meaning as set forth in 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or in the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").
4. **Owner of Protected Health Information.** Company is the exclusive owner of PHI and electronic PHI generated or used under the terms of the Agreement or this Agreement.
5. **Amendment to Agreement.** Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to PHI, electronic PHI or Standard Transactions, this Agreement will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.
6. **Disclosure of De-identified Data.** The process of converting PHI or electronic PHI to De-identified Data ("DID") is set forth in 45 C.F.R. § 164.514. In the event that Company provides Business Associate with DID, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify data.

7. **Creation of De-identified Data.** In the event Business Associate wishes to convert PHI or electronic PHI to DID, it must first subject its proposed plan for accomplishing the conversion to Company for Company's approval, which shall not be unreasonably withheld.
8. **Intent.** The parties agree that there are no intended third party beneficiaries under this Agreement.
9. **Business Associate Guidance.** Business Associate shall comply with any reasonable written policy, procedure or guidance concerning access to PHI for healthcare operations (as that term is defined in 45 C.F.R. Part 164) that is given by Companion Life Insurance Company to Business Associate.

IN WITNESS WHEREOF, Company and Business Associate execute this Agreement in multiple originals to be effective on the last date written below.

Print Agency/Agent Name

By: _____

Printed Name: _____

SSN: _____

Title: _____

Date: _____

Companion Life Insurance Company



By: _____

Printed Name: J. Philip Gardham

Title: President

Date: _____

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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.