



A Member of the NGL Insurance Group

Settlers Life Insurance Company  
1969 Lee Highway • P.O. Box 8600  
Bristol, Virginia 24203-8600  
Ph: (800) 877-6191 • Fax: (276) 645-0219  
[www.settlerslife.com](http://www.settlerslife.com)

## Follow this simple checklist to avoid delays in the contracting process!

- 1. Complete & Sign Contract**
  - Individual/Sole Proprietor and/or Corporation
  - List all resident / non-resident states
  - Include any explanations for background questions with yes answers
  - Check yes / no for photo use
  - Attach voided check if using direct deposit
  - GA completes commission levels
  
- 2. Submit Applicable State Appointment Fees**
  - Refer to form S-317 for details
  
- 3. If Assigning and/or Advancing Commissions**
  - Complete & include absolute assignment of commissions form and/or advance agreement
  
- 4. Fax All Contracting Documents To 339-469-8155**  
**Email [contracting@garityadvantage.com](mailto:contracting@garityadvantage.com)**

**Questions? Call GarityAdvantage Contracting 800-234-9488 x1469**



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## REPRESENTATIVE'S AGREEMENT

### General Powers, Relationship and Duties

**1. Appointment and Authority.** The undersigned representative (referred to as 'Producer', 'You', or 'Your') is appointed as a Producer of Settlers Life Insurance Company (referred to as 'Company', 'We', 'Us' or 'Our') and is authorized to solicit applications for those plans of insurance described in the most recent Commission Schedule(s) then in effect. You agree to procure, renew, and maintain any resident and/or non-resident licenses and appointments that any State may require for soliciting applications for Our products.

**2. Independent Contractor Status.** You and We agree that You are an independent contractor and that nothing contained in this Representative's Agreement ('Agreement') shall be construed to create the relationship of employer or employee between Us and You. You will not be treated by Us as an employee for federal or state tax purposes and We will furnish You with an annual information return (1099-MISC), as applicable per then current IRS guidelines. You are free to exercise your own judgment, including the time, place, and persons from whom You solicit applications for insurance.

**3. Business Conduct.** Your authority to represent Us is contingent on Your conforming to all rules and guidelines as may be stated in this Agreement, Our rate books, Our compliance manual, Our Underwriting Guide or any other materials (the 'Company Rules') We provide to You. In addition, You agree to comply with all federal, state or local laws, rules and regulations (the 'Laws and Regulations') where You are doing business. You agree to comply with all anti-money laundering laws and regulations, including compliance with Our anti-money laundering training program and procedures. You agree to aid in the care and conservation of Our insurance business and provide prompt service to Our policyowners. You agree to timely complete Our required training programs and also agree to train and supervise Your Producers and Employees and ensure that they comply with all Company Rules and the Laws and Regulations. 'Your Producers' shall include all individuals or entities that generate commissions which are paid to You. 'Employees' shall include, without limitation, any officer, director, employee, subcontractor, or other person authorized to act on Your behalf.

**4. Marketing.** You agree that no territory is exclusively assigned to You and that We may withdraw from any territory. You also agree that We can change, modify or discontinue any policy or rider. In addition, You agree that policyowners are considered Our policyowners and We reserve all rights regarding control, service, and distribution of the policyowner. You agree to secure Our written permission before advertising or displaying Our name, logo, products, or any materials referring to us in any form or through any media.

**5. Legal Proceedings.** Any document that has been served upon You in connection with any legal proceedings involving Us must be transmitted to Us at 1969 Lee Highway, Bristol, Virginia 24201 by registered mail within 24 hours after receipt. You will be liable to Us for any loss or expense We incur resulting from Your failure to comply with this requirement. You hereby represent and agree that this Agreement is contingent on Your continuing representation that You have not been convicted, and to the best of your knowledge that none of Your Producers or Employees have ever been convicted, of any state or federal felony involving dishonesty or a breach of trust or any crime covered by 18 U.S.C. § 1033 or, that if such a conviction exists, that a written consent or waiver to act as an agent has been obtained from the appropriate authorities. You agree to notify Us immediately in writing of any charges or actions brought in any court or by any regulatory body against You, Your Producers or Employees and of any felony conviction(s) of You, Your Producers or Employees. Failure to comply with any of the provisions of this Paragraph shall be cause for immediate termination of this Agreement.

**6. Records.** We shall have the right, but not the obligation, at all reasonable times to inspect Your papers, documents, and records, wherever located, which relate to Our business. All papers, documents, and records of any sort relating to applications for insurance, existing policies, claims for benefits or inquiries from regulatory authorities must be promptly submitted to Us. All rate books, supplies, computer software, and any other indicia of agency must be returned to Us upon demand.

**7. Collection of Premiums and Fiduciary Responsibility.** You may not collect any money on Our behalf except for the initial premium and reinstatement premiums. You agree to be responsible for and to remit to Us within the time required by law or regulation, or sooner, all monies collected and to hold all monies in trust for Us, not subject to any offset by You and not to be commingled with your personal funds.

### Compensation

**8. Commissions.** You are entitled to compensation in accordance with the Commission Schedule(s) provided to You on business written by You or Your Producers. The commissions specified in the Commission Schedule(s) shall constitute the total commissions which can be earned by You and Your Producers. You agree that We have the right to reject any application and that commissions are not due on such applications. In addition, You agree that commissions on policies not listed on the Commission Schedules(s) shall be determined in each case by Us. We reserve the right to change the Commission Schedules(s) at any time for policies written thereafter. The following rules pertaining to commissions shall apply at all times: (a) All commissions will be paid to You on a paid-as-earned basis. (b) Any amounts that may be paid to You over and above the earned commissions will become an indebtedness to Us. Any unearned commissions paid will be charged back upon the lapse of the policy on which it was paid. Where a policy is canceled or rescinded and premiums upon which You were paid commissions are refunded, Your commission account will be charged back for said commissions. This provision survives termination of this Agreement. (c) We will pay You the amount due to You based on Our administrative schedule for commissions and renewals credited, provided the amount due is in the amount of fifty dollars (\$50.00) or more. In the event commissions due are less than the minimum of fifty dollars, they will continue to accrue until the minimum is reached and will then be paid.

**9. Vesting Of Commissions.** All commissions earned will be considered vested for life. Upon Your death, in the absence of any signed, written directions from You, Your unpaid vested commissions will be paid first to Your surviving spouse, if any. If there is no surviving spouse, then to your surviving children. If there are no surviving children, then any unpaid vested commissions will be paid to your estate. Termination of this Agreement will not jeopardize any future

unpaid vested commissions due to You unless You are terminated for cause or shall fail to conform to the terms and conditions of this Agreement or any other agreement with Us, in which case We may immediately terminate Your rights to any unpaid vested commissions. Unless all debts are fully repaid by You within sixty (60) days from the date such debts are due, We may immediately terminate Your rights to any unpaid vested commissions. The payment of commissions under this Paragraph shall terminate at that point in time when the amount of commissions likely to be earned in the succeeding consecutive twelve (12) month period ("commission contingency") is less than \$180.00.

**10. Indebtedness.** This provision survives termination of this Agreement. We shall be entitled to a first lien for any indebtedness of Yours to Us, or of Your Producers to Us, for advance commission debts, charge backs, sales lead debts, or other debts, and We may recoup said indebtedness from any commissions payable hereunder or from any other source by deduction or other method at any time. All such indebtedness shall be payable on demand with any applicable collection costs and interest thereon and thereafter at the then current prime rate plus 5%. You also agree that where You create an advance commission debt, charge back debt, sales lead debt, or other debt, and We seek to recover by written demand or actually recover said indebtedness from another producer responsible by contract for Your debts, that in exchange for the other producer's agreement to be responsible for your debts, the other producer shall have the right to recover said indebtedness directly from You by subrogation, indemnity or by any other available legal remedy. Furthermore, You shall pay the Company's reasonable attorney's fees and court costs incurred for collection of any indebtedness of Yours.

#### **Limits Of Authority, Termination and Other Provisions**

**11. Limits of Authority.** You agree that you have no authority other than that expressed herein, and that you agree that this Agreement does not give You the authority to make, alter or discharge a contract for Us or in Our name; modify, amend or waive Our applications, policy provisions or premium rates; make any endorsement to Our policies; interpret or construe policy language; promise or guarantee dividends; extend the time for payment of premiums; or bind Us in any way. You agree that you shall not publish or distribute advertising relating to Us or Our products unless it has been approved in writing by Us in advance. You agree that you shall completely and correctly record the answers of applicants and insureds to the questions in Our applications, promptly transmit any and all relevant underwriting information to Us, and never make or knowingly allow to be made any false application or misleading statement on any application, claim or other document submitted to Us. You shall not assign or transfer any right or interest in this Agreement without obtaining Our written consent in advance. You shall not solicit applications in any state or for any products for which You are not duly licensed and appointed. You shall not collect the initial premium or deliver any policy unless the named Insured is in insurable health. You agree that during the term of this Agreement and for a period of one year following its termination, You shall not, directly or indirectly, induce or attempt to induce any policyowner or certificate holder of Us to relinquish, cancel or surrender any policy, certificate or account, nor any other producer, agent or employee to terminate their relationship with Us. You shall not make any outbound calls or send any outbound texts or faxes for the purpose of marketing Our products, unless you are in complete compliance with all applicable federal or state laws, regulations, and do-not-call lists, including, but not limited to, the Telephone Consumer Protection Act of 1991. Even if You believe You would be acting in complete compliance, You may not send any mass or automated text messages, or make any outbound calls using an automated telephone dialing device, or use prerecorded or artificial voice messages on Our behalf, without advance written notice to Us and without Our express advance written permission.

**12. Termination.** This Agreement may be ended by either party at any time without cause upon advance written notice to the other party. The notice shall be the greater of ten (10) days or the time required by Your state of domicile. This Agreement shall be terminable for cause immediately by written notice to the other party. Cause includes, but shall not be limited to, a breach of Paragraph 11 of this Agreement, misrepresentation by You of any information in this Agreement, misappropriation of premiums or funds or property belonging to Us or Our policy holders or applicants, or Your failure to comply with Our Company Rules or the applicable laws or regulations of any state. Except as expressly stated herein, this Agreement shall terminate at the death or total disability of an individual producer or, where a producer is a corporation or partnership, by its dissolution.

**13. Additional Provisions.** Our failure to insist upon strict performance of any provisions in this Agreement will not be construed as a waiver of such provisions. This Agreement replaces all agreements, written or oral, between You and Us relating to the same or similar subject matter. This Agreement is not binding on You unless signed by You and is not binding on Us unless signed by one of Our authorized employees. If any one or more of the provisions, words, or phrases contained in the Paragraphs and Sub-paragraphs of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability, shall not affect in any way other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s), word(s), or phrase(s) were not contained herein. You agree that this Agreement may be amended by Us upon thirty days' advance written notice and that You will be deemed to have accepted such amendments unless you object to Us in writing within fifteen days of Our transmission or mailing date.

**14. Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin or the Commonwealth of Virginia, at Our sole discretion, and without regard to the choice of law rules of Wisconsin or Virginia. You hereby agree to submit to the jurisdiction of the court as selected by Us.

**15. Privacy.** You agree that all nonpublic personal financial information, nonpublic personal health information, personally identifiable information and credit card cardholder data related to any insured or policyowner or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of Us or any of Our affiliates, obtained by you in the performance of Your duties and obligations under this Agreement shall be held in the strictest confidence by You, Your Producers and Employees. You shall not disclose or use such information or data except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. You acknowledge that You are responsible for the security of all such information and data.

**16. Indemnification.** You agree to indemnify, defend and hold Us harmless against all liability, damages, losses and expenses, including attorney's fees and all costs and expenses allowed by law, arising as a result of Your errors or omissions in the preparation, processing or handling of business placed by You with Us; Your actual or alleged failure to comply with the requirements of federal or state privacy laws, the Telephone Consumer Protection Act, or any other law or regulation; and any other action or inaction by You, including without limitation, Your improper use of forms supplied by Us or Your failure to follow instructions or procedures established by Us.

**17. Survival.** Those provisions which by their nature and reasonable intent would be deemed to survive termination or cancellation of the agreement shall do so, including but not limited to provisions 9, 10, 13, 15, and 16.

**Producer Data**

**Complete Section 1 for Individual/Sole Proprietor and Sections 1 & 2 for Corporation / Partnership.**

Individual/Sole Proprietor			
<b>1</b>	Full Name (First, Middle, Last)		
	Male <input type="checkbox"/>	Social Security Number	Date of Birth
	Female <input type="checkbox"/>		
	Business Phone ( )	Cell ( )	
	Fax ( )	Residential Phone ( )	
	Email		
	Residential Address (Street, City, State, Zip) <i>PO Box Not Allowed (Required)</i>		
	Mailing Address (Street or P.O. Box, City, State, Zip)		

Corporation/Partnership											
<b>2</b>	<input type="checkbox"/> Corporation Federal Employer ID Number <input type="checkbox"/> Partnership										
	Agency or Firm Name (Corporation/Partnership)										
	Name of President or Managing Partner (First, Middle, Last) (Corporations / Partnerships)										
	Name of person to contact regarding operations (First, Middle, Last) (Corporations / Partnerships)										
	<input type="checkbox"/> Same as Section 1										
<b>2a</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Business Phone ( )</td> <td>Cell ( )</td> </tr> <tr> <td>Fax ( )</td> <td>Residential Phone ( )</td> </tr> <tr> <td colspan="2">Email</td> </tr> <tr> <td colspan="2">Physical Address (Street, City, State, Zip) <i>PO Box Not Allowed</i></td> </tr> <tr> <td colspan="2">Mailing Address (Street or P.O. Box, City, State, Zip)</td> </tr> </table>	Business Phone ( )	Cell ( )	Fax ( )	Residential Phone ( )	Email		Physical Address (Street, City, State, Zip) <i>PO Box Not Allowed</i>		Mailing Address (Street or P.O. Box, City, State, Zip)	
Business Phone ( )	Cell ( )										
Fax ( )	Residential Phone ( )										
Email											
Physical Address (Street, City, State, Zip) <i>PO Box Not Allowed</i>											
Mailing Address (Street or P.O. Box, City, State, Zip)											

**\*Use Black Ink**

3. What **RESIDENT** state are You requesting an appointment? \_\_\_\_\_
4. What **NON-RESIDENT** state(s) are You requesting an appointment(s)? \_\_\_\_\_
5. **South Carolina appointees only:** Will you be recruiting agents? **YES**  **NO**

**PLEASE ATTACH A COPY OF YOUR LICENSE AND THE REQUIRED FEES FOR EACH STATE REQUESTED.** (See Fee Schedule.)  
 (Note: Florida non-resident appointees must also attach the required County fees.)

*Please respond to the following questions: (Use a separate sheet if necessary to respond to any requests for an explanation.)*

6. **Have You ever:**
  - A. Had a complaint filed against You with an Insurance Department. **YES**  **NO**  (If "Yes", what state? \_\_\_\_\_)
  - B. Filed bankruptcy? **YES**  **NO**  (If "Yes", when? \_\_\_\_\_)
  - C. Been convicted of a felony or any violation of 18 U.S.C. § 1033, or are any such proceedings pending? **YES**  **NO**   
 (If "Yes", explain briefly: \_\_\_\_\_)
  - D. Been bonded and had a claim filed against the bond due to Your actions? **YES**  **NO**   
 (If "Yes", explain briefly: \_\_\_\_\_)
  - E. Applied for a bond and been refused? **YES**  **NO**   
 (If "Yes", explain briefly: \_\_\_\_\_)
  - F. Had an insurance license refused, suspended or revoked, or is one currently restricted or under investigation? **YES**  **NO**   
 (If "Yes", explain briefly: \_\_\_\_\_)
7. Do You currently have an outstanding debt balance with any other company? **YES**  **NO**   
 (If "Yes", please identify the company(ies): \_\_\_\_\_)
8. Where should we forward your client's issued policies (unless You instruct Us otherwise)?  **to You**  **direct to Your client**

Direct Deposit: By Your signature hereto, You hereby authorize Settlers Life Insurance Company to deposit commissions and other payments due to You to Your account at the following bank. This authorization is only for depositing funds and shall continue in effect until a written notice of cancellation is delivered by You to Settlers Life or to the bank named below.

Bank Name: \_\_\_\_\_  Checking  Savings

Bank Address: \_\_\_\_\_

Account Number: \_\_\_\_\_ Bank Transit / ABA Routing Number: \_\_\_\_\_

**PLEASE ATTACH A VOIDED CHECK**

How would You like Your commissions deposited? (check one)  Daily  Weekly

Identification and Certification of Taxpayer Identification Number: Under penalties of perjury, You certify that:

1. The number shown on this form is Your correct Taxpayer Identification Number; and
2. You are not subject to backup withholding because: (a) You are exempt from backup withholding; (b) You have not been notified by the Internal Revenue Service (IRS) that You are subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified You that You are no longer subject to backup withholding; and
3. You are a U.S. citizen (including a U.S. resident alien).

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.

General Authorization and Release: You hereby authorize Settlers Life Insurance Company to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about Your background, employment, schooling, business activities and experience, character, criminal record, or financial status. You hereby authorize any of the above persons, institutions, or entities to provide the above information to Us and waive and release any claims You may have related to the providing of such information. You also authorize them to rely on a photocopy or facsimile copy of this authorization. You also acknowledge that We may participate in programs which provide background and financial information on insurance agents or producers, including debit balances. You authorize Us to obtain information from these programs and to share any information obtained from other sources with these programs. You also waive and release any claims You may have related to the sharing of such information by Us or the programs in which We participate. This authorization is continuing and remains in effect until a written revocation is delivered by You to an officer of Us.

Fair Credit Reporting Act Consumer Disclosure & Authorization to Obtain Consumer Reports: In compliance with the Fair Credit Reporting Act (FCRA) You are hereby informed that as part of Our decision to accept this Agreement We may obtain and use a "consumer report" from a "consumer reporting agency". Such a "consumer report" may include information as to your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living, criminal record, and employment history. The inquiry will be made after We receive your completed Agreement. If We make such an inquiry, You have the right to obtain a copy of the "consumer report" and additional information about the nature and scope of the investigation upon written request to Us and a reasonable time for Us to respond. For additional information concerning the FCRA, the complete text of 15.U.S.C. § 1681 et. Seq. can be found at the Federal Trade Commission website (www.ftc.gov). By signing this Agreement, You authorize Settlers Life Insurance Company to obtain these "consumer reports", make these inquiries, consider these "consumer reports" in Our decision process, and disclose these "consumer reports" to producers responsible by contract for Your debts.

In full and complete agreement with the terms and conditions set forth herein, the undersigned Producer or its duly authorized representative does hereby execute this Agreement as of the date set forth below:

Printed Name of Applicant/Producer: \_\_\_\_\_

Signature of Applicant/Producer or Authorized Representative: \_\_\_\_\_

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

Will the agent be on an advance? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "yes", please complete and submit an "Advance Agreement" form, unless commissions are assigned)		
Are commissions to be assigned to a corporation or partnership? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "Yes", please complete and submit the "Absolute Assignment of Commissions" form (S-130-Attachment))		
Printed Name of Sponsoring Producer: _____		
Signature of Sponsoring Producer: _____		
Date: _____ Sponsoring Producer's Writing Number: _____		
<b>Commission Levels (enter percentage)</b>		
Product	First Year	Renewal
Gold/Silver/Silver II		
Bronze/ Bronze II	Commission levels for Bronze & Bronze II are based on the choice levels made for Gold, Silver, and Silver II. For details, see Commission Schedule.	

Accepted by Settlers Life Insurance Company: \_\_\_\_\_ Title: \_\_\_\_\_

Date Agreement Accepted: \_\_\_\_\_



# SETTLERS LIFE INSURANCE COMPANY

All life insurers who offer individual life insurance policies, which include Settlers Life's products, must maintain an anti-money laundering program and ensure that their agents have received the appropriate training.

**To comply with this federal requirement, Settlers Life provides training for all licensed and actively appointed producers.**

**After completion of the Anti-Money Laundering Training, please complete the above Self-Certification, sign, date and return this form to:**

Settlers Life Insurance Company  
Fax: 276-645-0219  
Email: [agencyervices@settlerslife.com](mailto:agencyervices@settlerslife.com)  
Mail: PO Box 8600, Bristol VA 24203-8600

## Self-Certification

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

Address: \_\_\_\_\_

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

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

I certify that I have read and understand Settlers Life's training course entitled Anti-Money Laundering Training and am knowledgeable about my obligations under the regulation. I acknowledge that my failure to follow the guidelines set out in the training may ultimately result in the termination of my contract and appointment with Settlers Life Insurance Company.

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

\_\_\_\_\_  
Date

# CHARGE TO CREDIT/DEBIT CARD

*MasterCard or Visa ONLY*

Credit/Debit Card Type:  MasterCard  Visa

Credit/Debit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_  
Month Year

Name (as it appears on card): \_\_\_\_\_

Address of Cardholder: \_\_\_\_\_  
\_\_\_\_\_

Amount of Charge: \_\_\_\_\_

Agent #: \_\_\_\_\_

Agent phone number: \_\_\_\_\_

Agent email address: \_\_\_\_\_

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

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## OFFICE USE ONLY

### DO CASH BATCH (Sandra or Renee)

CODE: CC

REFER ID: AGENT #

REFER: A

CUT: U

ACCOUNT # PB1: 172014800

ACCOUNT #LEADS/SHIPPING FEE: 172018000

ACCOUNT# PRINTED SUPPLIES: 8005400100

ACCOUNT# ADV. SUPPLIES/NOVELTIES: 8005205000

ACCOUNT# APPOINTMENT FEE: 9002000000 FOR THE STATE OF \_\_\_\_\_

**NOTIFY PAYROLL TO APPLY TO AGENT ACCOUNT FOR PB1, LEADS,  
APPOINTMENT FEES, PALM PILOT OR SUPPLIES/ADV./NOVELTIES.**



# AGENT / AGENCY COMMISSION ELECTRONIC BANKING AUTHORIZATION FORM

(SEE DETAILS ON REVERSE SIDE)

To initiate, please read the following authorization, complete the necessary information, sign, and return this form and a check marked "VOID" to:

**Agency Licensing Department  
Settlers Life Insurance Company  
P.O. Box 8600  
Bristol, VA 24203**

By my signature hereto, I do hereby authorize Settlers Life Insurance Company, Bristol, Virginia, by and through its authorized representatives, and the financial institution identified below, to initiate (i) electronic credit entries, and (ii) adjustments for credit entries made in error, to and from my:

Checking account

Savings account

Transit routing number:

:											:
---	--	--	--	--	--	--	--	--	--	--	---

Account number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

This authorization shall continue in effect unless and until a written notice of cancellation is delivered by me to Settlers Life Insurance Company or the financial institution identified below.

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Signature of Agent / Authorized Official of Agency

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Printed Name of Agent / Agency

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Daytime Phone Number for Agent / Agency

\_\_\_\_\_  
Phone Number for Bank Branch (if known)

Please check one:  
\_\_\_ Daily \_\_\_ Weekly

Home Office Use:





# SETTLERS LIFE INSURANCE COMPANY

A Member of the NGL Insurance Group

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Corporate site - www.settlerslife.com • Agent site - my.settlerslife.com

## ADVANCE COMMISSION AGREEMENT

This Advance Commission Agreement is entered into by and between \_\_\_\_\_  
(the "Agent") and Settlers Life Insurance Company (the "Company") and shall be attached to and made a part of the Representative's Agreement between Agent and Company.

The Company agrees to advance first year commissions on life business sold by the Agent pursuant to the following terms:

1. Issued business persistency (based upon the 13 month LIMRA formula for new first year business and calculated as of the close of each calendar month) of the Agent **shall be no less than 70%**.
2. Advances will be made on issued business with automatic premium modes only, e.g. bank draft, (a/k/a "EFT" or "PAC"), payroll deduction, and government allotment.
3. Advances will be calculated as follows:
  - The Agent will initially be advanced and paid **75%** of 1<sup>st</sup> year annualized commissions on all issued business qualifying for an advance under this Agreement.
  - Each time a premium payment is received for a policy on which the Agent has received an advance, the Company will recoup **100%** of the commission the agent would otherwise be entitled to, until all of the advance paid on that policy is recouped. Once the advance on that policy is fully recouped, the Company will credit the Agent's account with the commission. The Company shall then – pursuant to its rules regarding repayment of charge back debt as a result of policy cancellations or deaths or other terminations OR pursuant to any agreements between the Agent and the Company with respect to other agent debts – apply the credit balance of the Agent's account to said debts. Any remaining net balance shall then be paid to the Agent.
4. Advances of overrides on commissions of business written by agents assigned to the Agent and who are on this advance program will be calculated and paid to the Agent as described in paragraph 3 above.
5. There will be no advance commissions on business on the Agent's own life or on any member of his/her immediate family.
6. Daily advance checks shall either be mailed or direct deposited daily. Weekly advance checks shall either be mailed or direct deposited on Friday for business which was issued by the preceding Wednesday.
7. All applications received from the Agent will be governed by this Agreement as long as it remains in effect. This Agreement may be terminated by either party at any time by giving advance written notice to the other party. Such termination shall not terminate the right of Company to make charges to Agent's account as they become due.
8. It is further agreed that any advances made to Agent as a result of this Agreement will be charged to Agent's account, and shall constitute a legal debt to the Company. If such debt is not repaid and legal action is necessitated, Agent agrees to pay the Company's reasonable attorney's fees and court costs incurred for collection of such debt. Agent also specifically acknowledges and agrees that if the Company seeks to recover by written demand or actually recovers said indebtedness from another producer responsible by contract for Agent's debts, that in exchange for the other producer's agreement to be responsible for Agent's debts, the other producer shall have the right to recover said indebtedness directly from Agent by subrogation, indemnity or by any other available legal remedy.

**IN WITNESS WHEREOF**, the Company and the Agent have executed this Agreement and agree that it shall become effective on the date the Company signs.

Signature of Agent: \_\_\_\_\_ Agent Number: \_\_\_\_\_

Printed Name of Agent: \_\_\_\_\_ Date Signed: \_\_\_\_\_

I hereby recommend that the Company enter into this Agreement with Agent. I acknowledge that the Agent is a Representative assigned to me and I agree that I shall be responsible for any due and uncollectible net debit balance in the account of the Agent as a result of this Agreement pursuant to the terms of my Representative's Agreement with Company.

Signature of Sponsoring Agent or  
Authorized Representative of Sponsoring Agency: \_\_\_\_\_

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

Accepted by Settlers Life Insurance Company: \_\_\_\_\_ Title: \_\_\_\_\_

Date Agreement Accepted: \_\_\_\_\_



# SETTLERS LIFE INSURANCE COMPANY

## SCHEDULE OF COMMISSIONS

The Representative's Account will not be credited with any commission on the first year's premiums nor on subsequent years' premiums (renewals) paid on approved applications submitted by the Representative (see IMPORTANT NOTE below).

### IMPORTANT NOTE

Based on an ABSOLUTE ASSIGNMENT OF COMMISSIONS PAYABLE which is below and made part of this REPRESENTATIVE'S AGREEMENT, the Representative has directed the Company to pay the Representative for whom the Representative works, or is appointed through, all commissions due under the Agreement signed by that Representative.

### **ABSOLUTE ASSIGNMENT OF COMMISSIONS PAYABLE BY SETTLERS LIFE INSURANCE COMPANY BRISTOL, VA 24203**

FOR VALUE RECEIVED, the undersigned Assignor hereby absolutely sells, assigns, transfers and sets over unto \_\_\_\_\_, Assignee, all of the Assignor's right, title and interest, in and to any and all commissions which may hereafter be due and payable to the Assignor in accordance with the terms and conditions of the undersigned's REPRESENTATIVE'S AGREEMENT with Settlers Life Insurance Company (the "Company").

The Assignor warrants the validity and sufficiency of this Assignment, that no proceedings in bankruptcy or insolvency have been taken against the Assignor, nor has any assignment for the benefit of creditors been made by the Assignor, and that there are no outstanding assessments, liens or levies because of unpaid taxes or other obligations of the Assignor.

The Assignor further warrants that this Assignment is not for the purpose of circumventing the insurance licensing laws or any other applicable laws or regulations.

The Assignor hereby authorizes and directs the Company to pay over any such commissions to the Assignee, subject to the conditions herein, and it is agreed that any payment so made under this Assignment shall fully release the Company from all responsibility as to such sums paid.

The Assignor further agrees that the payments made under this Assignment do not alter the status of commissions earned under the terms and conditions of the Assignor's REPRESENTATIVE'S AGREEMENT with the Company and that commissions earned will be treated as constructively received in all commission statements to the Assignor and will be reported as taxable earnings to the Assignor.

The preceding agreed treatment will not apply to the situation wherein accordance with the undersigned's REPRESENTATIVE'S AGREEMENT with the Company, the Assignor's commissions are designated as zero. In this situation any taxable earning attributable to the Assignor's efforts will be reported as taxable earnings to the Assignee.

IN WITNESS THEREOF, the undersigned Assignor executes, and the undersigned Assignee accepts, this Absolute Assignment of Commissions on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Assignee

\_\_\_\_\_  
Signature of Assignor

### CONSENT TO ASSIGNMENT

Settlers Life Insurance Company (the "Company") hereby consents to the terms and conditions of the foregoing Assignment, assuming however, no responsibility for the validity or sufficiency thereof and upon the express condition that the interest of the Assignee is limited by and subject to the terms and conditions of the Assignor's REPRESENTATIVE'S AGREEMENT with the Company.

SETTLERS LIFE INSURANCE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_