



## Contracting Checklist for Gerber

In order to complete the contracting process, please closely follow the checklist below. Each question **MUST BE ANSWERED** on all forms including correspondence to 'yes' answered background questions. If a question does not apply to you, place the abbreviation "N/A" in the blank.

- Signed and Completed Background and Information Sheet
- Signed and Completed General Agent Agreement
- Signed Fair Credit Reporting Act Disclosure
- Signed Special Agent Agreement (*If Licensing as Corporation*)
- Signed Advanced Agreement (*Optional*)
- Send a copy of your Current License for all states you wish to be appointed
- Direct Deposit Form with Voided Check
- W-9 Completed Form
- If you wish to be appointed in the name of a corporation, please include a copy of your license in the name (*additional forms may be required*)

Send the above information to SMiG:

**By Email:** [contracts@smig-inc.com](mailto:contracts@smig-inc.com)

**By Fax:** 314-685-8013

**By Mail:** Senior Marketing Insurance Group  
415 S 18<sup>th</sup> St, Suite 101  
Saint Louis, MO, 63103

The licensing process cannot begin until all of the above items have been received!!! If you have any questions, please call us at: **866-345-0109**.

# Gerber Life Insurance Company

Please print clearly and complete all questions.

Agents Legal Name: \_\_\_\_\_ Alias/Other Name(s): \_\_\_\_\_

Citizen of the U.S.:  Yes  No (If no, please provide proof of eligibility to work in the U.S.) Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Home Address (Street Address Required): \_\_\_\_\_  
Street/City/State/Zip

Agency/Corp Name: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Business Address: \_\_\_\_\_  
Street/City/State/Zip

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_ Personal Email: \_\_\_\_\_

Providing your e-mail and/or fax number and/or engaging in electronic communications, you are consenting to engaging in electronic communications with Gerber Life Insurance Company, unless such consent is expressly revoked.

List states you wish to be appointed: \_\_\_\_\_

Agents are appointed on a Just In Time basis unless a pre-appointment state is requested. If Florida non-resident requested, provide county(ies) you wish to be appointed: \_\_\_\_\_

**Errors and Omissions Insurance Information:** E&O coverage is with \_\_\_\_\_ (Carrier Name), with Limits of \$ \_\_\_\_\_

and a \$ \_\_\_\_\_ Deductible. I will promptly notify Gerber Life Insurance Company of any cancellation or modification of coverage.

(NOTE: Your signature on this Questionnaire affirms your agreement to maintain Errors and Omissions insurance covering the sales and service of Gerber Life insurance policies.)

**Background Experience:** (Please read and answer each question carefully.)

1. In the past seven (7) years, have you been fined, suspended, placed on probation or had a license revoked, paid administrative penalties, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, FINRA, the SEC or any other regulatory authority? . . . .  Yes  No

2. In the past seven (7) years, have you been convicted or plead guilty or nolo contendere (no contest) in connection with any offense, served any probation, paid any fines or court costs, for any offense other than a minor traffic violation? . . .  Yes  No

3. In the past seven (7) years, have you been short in account with any insurance company or employer? . . . . .  Yes  No  
Company Name: \_\_\_\_\_ Amount Owed: \_\_\_\_\_

4. In the past seven (7) years, have you had an application for bond declined? . . . . .  Yes  No

5. In the past seven (7) years, have you filed for bankruptcy? . . . . .  Yes  No

(Provide a separate document with a written explanation and applicable supporting documentation (i.e. court documents, insurance department documents, etc.) for any questions to which you responded "yes." Please be sure to date and sign the written explanations.)

**New York Producers Only:** I have read New York Circular Letter No. 8, dated July 11, 1991, regarding Placement of Health Insurance Coverage with Unlicensed and Unauthorized Multiple Employer Welfare Arrangements, and agree to comply with its contents if applicable.

**All Producers:** I will retain a copy of any written disclosures of compensation provided to purchasers as required by New York regulation or regulation of any other state.

### TO BE COMPLETED BY AGENT

Set up as:  Individual  Corporation  Both

\_\_\_\_\_  
**Agent Name (Print/Type)**

\_\_\_\_\_  
**Agency Name (If applicable - Print/Type)**

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

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

### TO BE COMPLETED BY UPLINE AGENT (Recruiter, General Agent or Master General Agent)

\_\_\_\_\_  
**Recruiter/GA/MGA Name (Print/Type)**

\_\_\_\_\_  
**Recruiter/GA/MGA Signature**

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

\_\_\_\_\_  
**Agents Direct Reporting Authority**

\_\_\_\_\_  
**Direct Reporting Authority's Agent ID**

### Agent Role and Level (check only one):

Writing Agent Only-Level \_\_\_\_  Recruiter/Corp Only-Level \_\_\_\_  Both Writing Agent-Level \_\_\_\_ and Recruiter/Corp – Level \_\_\_\_

# FAIR CREDIT REPORTING ACT DISCLOSURE

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

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

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

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

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

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

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

## AUTHORIZATION

Gerber Life Insurance Company is hereby authorized to obtain and use a consumer report of my criminal record history, insurance department history and credit history, obtained through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted.

I understand that this consumer report will include information as to my general reputation, personal characteristics and mode of living.

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

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

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

**Puerto Rico Agents Only** - Agents First, Middle, First Last Name and Second Last Name \_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Date





# Gerber Life Insurance Company

## AGENT AGREEMENT

### PARTIES TO THE AGREEMENT

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

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

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

### I. RESPONSIBILITIES OF THE PARTIES

The Agent Agrees to:

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

- G. **“Termination Date”** means the later to occur of (a) the date on which Agent or Company sends written notice of termination to the other party, or (b) the date specified by Agent or Company in a written notice of termination to the other party.
- H. **“Vested Compensation”** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to Agent after the Termination Date provided: (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if Agent is the writing agent, Agent remains the producer of record.

**PLEASE PRINT OR TYPE**

This agreement will have no force or effect unless countersigned below by an authorized Officer of the Company. In consideration of the covenants in this Agent Agreement, it is agreed and accepted to by:

\_\_\_\_\_

Agent Name (Print or Type)

\_\_\_\_\_

Agent Signature

\_\_\_\_\_

Entity Name (Print or Type)

\_\_\_\_\_

Principal Signature

\_\_\_\_\_

Date

**Home Office Use**

Signature of Gerber Life Insurance Company Officer David Fier

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

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



This section to be completed by the referring Agent or Associate:

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**Your Name (please print)**

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**Work Address and Telephone Number**

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**Signature**

**SEND FORM TO COMPLIANCE – SIU**

[glic-compliance@us.nestle.com](mailto:glic-compliance@us.nestle.com)

# COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

## AGENT COMPLIANCE MANUAL

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

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

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Signature

Date

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(Print Name)

Title

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Agency Name

Email Address

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

**Fax: 877-608-4634 Mail: 445 State Street, Fremont, MI 49412 Attn: New Business**