

# Guarantee Trust Life Insurance Company

## Contracting Guide

The forms which require your completion and/or signature immediately follow this page.

**STEP 1: Contract/Appointment Application:**

Individual Agent Appointment: List your legal name as shown on your resident license when completing all paperwork. Make sure to sign and date the Contract/Appointment Application form on page 2. Individual agents may leave the Individual or Business Entity Information section blank.

\*Business Entity Appointment: Complete both the Personal Information and Business Entity Information sections. Remember to include both the SSN for the individual and Tax ID# for the Business Entity.

\*W9: Please complete and return with your Individual or Business Entity Appointment application.

- STEP 2: GTL General Agent Agreement:** After reviewing the agreement, sign page 8. If being appointed as a Business Entity, print the Business Entity name above the "Print Name on License" line and sign your name above the "GA Signature" line. Only the signed page 8 of the GTL General Agent Agreement need be submitted long with the rest of your contracting paperwork.

**STEP 3: Advanced Commission Finance Agreement: (Subject to GTL Approval)**

After reviewing the agreement, complete and sign page 2 if requesting advance commissions.

**STEP 4: Direct Deposit/EFT: (Mandatory)**

Commission payments are directly deposited via electronic funds transfer (EFT) into your checking or savings account. **Please complete the Automatic Deposit Payment Plan form and include a copy of an individual voided check or savings account statement if being set up as an individual agent. If you are also being set up as a Business Entity, include a copy of the Business Entity check. If you are a DBA ("Doing Business As"), please refer to the EFT form.**

**STEP 5: Insurance License(s):**

Submit a copy of your resident license and non-resident license(s) under which you will be submitting business. For Business Entity Appointments, submit Business Entity license(s) along with the applicable individual license(s). GTL will complete your appointment and pay your initial state appointment fee upon receipt of your first submitted business, except as explained in the next paragraph.

Pre-appointment only state (PA): PA appointment fee is \$15 (\$30 Sept. through Dec.). Please make check for state appointment fee payable to GTL and mail along with all other appointment document to: Guarantee Trust Life Insurance Company, ATTN: Marketing Dept, 1275 Milwaukee Avenue Glenview, IL 60025.

**STEP 6: Print and submit your paperwork via email, fax or mail:**

Email address: [agency@gtlic.com](mailto:agency@gtlic.com)

Fax #: (847) 699-0895

Mailing address: Guarantee Trust Life Insurance Company ATTN: Marketing Dept. 1275 Milwaukee Avenue Glenview, IL 60025

- GA and MS resident agents/agencies:** Complete the State Background Check form.

- **GTL does not require proof of E & O insurance.**
- **Any advertisement referencing GTL, its products or features must be approved by the GTL Compliance Department prior to its use. Use the Advertising form in order to request approval.**

Upon review and approval of your individual and/or Business Entity request for appointment, you will receive a welcome letter indicating your agent and/or agency code(s). Retain the welcome letter along with the GTL General Agent Agreement. Contact the GTL Marketing Department at (800) 323-6907 with any questions.



GUARANTEE TRUST LIFE

# GUARANTEE TRUST LIFE INSURANCE COMPANY

1275 Milwaukee Avenue • Glenview, Illinois 60025

847-699-0600 • www.gtlic.cc

## CONTRACT/APPOINTMENT APPLICATION

Please Print or Type All Information

### ► Personal Information

1. Name \_\_\_\_\_  
(Last) (First) (Middle Initial) SS#

2. Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_  Male  Female

3. Drivers License # \_\_\_\_\_ (State) \_\_\_\_\_

4. Marital Status  Single  Divorced  Married 5. Spouse's Full Name \_\_\_\_\_

6. Home Address: \_\_\_\_\_  
Street City State Zip

Home phone \_\_\_\_\_

(If less than 7 years, please provide previous address) \_\_\_\_\_

7. Business address: \_\_\_\_\_  
Street City State Zip

Business phone \_\_\_\_\_  
(Area Code) (Number)

Fax number \_\_\_\_\_  
(Area Code) (Number)

E-Mail address \_\_\_\_\_

### ► Business Entity Information

8. Company Name \_\_\_\_\_ Fed. ID # \_\_\_\_\_

Company Insurance License # \_\_\_\_\_ (Copy Required)

Indicate other Principal Parties in Partnership or Business Entity, list Officers of the Company:

Name \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

### ► Financial

9. Bank Name \_\_\_\_\_

Account # \_\_\_\_\_ Type of account \_\_\_\_\_

Have you or your company:

10. Declared bankruptcy?  Yes  No

11. Been a defendant in a lawsuit?  Yes  No

12. Any outstanding and/or unsatisfied judgments or liens against you?  Yes  No

13. Ever been involved in a business venture that failed?  Yes  No

14. Any outstanding debt(s) with any insurance company or companies?  Yes  No

If you answered "Yes" to any of the above, please attach a detailed explanation.

► **Licensing Information: All Agents must submit a copy of current license(s) (Resident & Non-Resident)**

15. Type of license:       Life             A&H             Broker            License # \_\_\_\_\_
16. How long have you been in the Life field? \_\_\_\_\_ A&H field \_\_\_\_\_
17. Have you ever been licensed with GTL?       No             Yes            Prior Code # \_\_\_\_\_
18. Are you full-time in the insurance business?       No             Yes            If not, state other business: \_\_\_\_\_
19. With which other insurance companies are you presently licensed/appointed? \_\_\_\_\_

► **Background Information**

20. Have you ever been investigated or fined by an Insurance Regulatory Authority?       Yes       No
21. Has your insurance license ever been suspended or revoked?       Yes       No
22. Have you ever plead guilty or “nolo contendere” to or been found guilty of a felony?       Yes       No
23. Have you ever had a bond canceled or declined?       Yes       No
24. Are you now the subject of any complaint, investigation or proceeding which could result in a “yes” answer to any of the above questions?       Yes       No
- If you have answered “Yes” to any of the above questions, please attach a detailed explanation.

► **Employment History**

25. Current Employer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_ Start Date \_\_\_\_\_
26. Prior Employer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_ Start Date \_\_\_\_\_
27. Prior Employer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_ Start Date \_\_\_\_\_

(Please provide 7 years of employment history. Attach additional information if necessary)

► **Education**

28. Highest Level of Formal Education       Grammar School       High School       College       College+
29. Professional Designations \_\_\_\_\_

**Fair Credit Reporting Act (FCRA)** — Public law requires that we advise you that a routine inquiry by accessing public records, may be made which will provide applicable information concerning your character, general reputation, personal characteristics, and mode of living. By signing below, you understand the above and authorize all persons and entities to release information about you they may have. You also acknowledge that you have read and understand the attached “Summary of Your Rights under the Fair Credit Reporting Act.” Upon written request, additional information as to the nature and the scope of the report, if one is made, will be provided.

► **Signature of Applicant** \_\_\_\_\_ Date \_\_\_\_\_

- **This section is to be completed by the recruiting General Agent:**      Sub Agent Code: \_\_\_\_\_
- Recruiting General Agent Name \_\_\_\_\_ Code # \_\_\_\_\_
- Pay Writing Agent’s Commissions to:       Recruiting GA Only      or       Applicant Only
- Mail Policies to:       Recruiting General Agent      or       Applicant (New General Agent)
- Name: \_\_\_\_\_ Name: \_\_\_\_\_
- Address: \_\_\_\_\_ Address: \_\_\_\_\_
- Primary Product \_\_\_\_\_ 1<sup>st</sup> Yr. Commission Rate \_\_\_\_\_ %

# Request for Taxpayer Identification Number and Certification

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every Consumer Reporting Agency (CRA). Most CRAs are credit bureaus that gather and sell information about you — such as where you work and live, if you pay your bills on time, and whether you've been sued, arrested, or filed for bankruptcy — to creditors, employers, landlords and other businesses. The FCRA gives you specific rights in dealing with CRAs, and requires CRAs and certain other individuals or entities to provide you with a summary of these rights as listed below. You can find the complete text of the FCRA, 15 U.S.C. 1081 at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take adverse action against you — such as denying an application for credit, insurance, or employment — must give you the name, address, and phone number of the CRA that provided the report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if an individual or company has taken adverse action against you because of information supplied by the CRA, if you request the report within sixty (60) days of receiving the notice of the adverse action. You are also entitled to one free report every twelve (12) months upon request, if you certify that (1) you are unemployed and plan to seek employment within sixty (60) days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you a fee of up to eight dollars to provide you a copy of your report.
- **You can dispute inaccurate or incomplete information with the CRA.** If you tell a CRA that your file contains inaccurate or incomplete information, the CRA must reinvestigate the items (usually within thirty [30] days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs to which it has provided the information of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any changes. If the CRA's investigation does not remove the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within thirty (30) days after you dispute its accuracy or completeness. However, the CRA is not required to remove data from your file that is accurate unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell a person or entity such as a creditor who reports to a CRA — that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you have notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven (7) years old, or ten (10) years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to those who have a need recognized by the FCRA usually to consider an application you have submitted to a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not report to your employer, or prospective employer, about you without your written consent. A CRA may not divulge medical information about you without your consent.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** You may sue a CRA or other party in state or federal court for violations of the FCRA.
- **You may have additional rights.** You may have additional rights under state law and you may wish to contact local consumer protection agency or a state attorney general to learn of your potential rights.



The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. The successful party shall recover as expenses all reasonable attorneys' fees incurred by said party in connection with the arbitration proceedings.

**H. Miscellaneous**

“Policy” means any policy; certificate or other evidence of insurance coverage.

**X ENTIRE AGREEMENT**

This Agreement, including any attached schedules, supplements, amendments, or other agreements incorporated herein by reference, represents the entire Agreement between you and us. No promise, agreement, understanding, or representation will be binding unless made in this Agreement, or by an instrument in writing, signed by you and one of our officers; provided, however, current schedules and supplements may be in a form of written notice from us to you which expresses by its terms an intention to modify prior schedules and/or supplements.

**XI EFFECTIVE DATE**

This Agreement will be effective as of the Effective Date shown below, if you have been duly licensed in the appropriate jurisdictions, and if it is executed by you and at least one of our officers. The initial term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew for additional one year terms unless it is terminated as stated above.

To be completed by  
GENERAL AGENT

To be completed by  
GUARANTEE TRUST LIFE  
INSURANCE COMPANY

\_\_\_\_\_  
(Print Name on License)

BY: \_\_\_\_\_  
GA Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
VICE PRESIDENT

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# ADVANCED COMMISSIONS FINANCE AGREEMENT

## General Agent

This instrument set forth the agreement between the undersigned General Agent, hereinafter referred to as the "GA" and Guarantee Trust Life Insurance Company, hereinafter referred to as the "Company," relating to the payment by the Company to the GA commissions before they are earned ("advances"). Commissions are payable in accordance with the provisions of the General Agent Agreement between the GA and the Company relating to the sale of the Company's insurance products.

1. In accordance with the terms hereof, advances of commission will be made to the GA on a regular basis as policies are issued pursuant to the terms of the GA's agreement with the Company relating to the sale of the Company's insurance products. The amount of such advances shall be determined by the Company. Maximum advance per policy is \$2,500.00 (subject to change). Advances on "Bank Draft" mode of payment only. No advance on monthly, quarterly or semi-annual payment modes. These advances against future commissions shall automatically be continued to be solely at the Company's discretion. Such advances of future commissions shall be considered loans to the GA by the Company and are subject to the terms hereof.
2. Advance history will be reviewed annually for persistency, policy placement and the over all health of the agent's commissions account. Advance privilege can be revoked at any time by the Company.
3. Advance approval based on minimum of \$250K Projected New Annualized Premium.
4. The acceptance by the GA of any advance commission payment from the Company shall be conclusive evidence that such advance commissions are owed to the Company until paid or earned pursuant to the terms of this Agreement and the GA Agreement.
5. In consideration for the making of advances to the GA against future commissions, the GA hereby assigns and pledges all right, title and interest to all commissions payable to the GA pursuant to the terms of its General Agent Agreement with the Company, or any other monies payable to the GA thereunder, as collateral security for the repayment of any outstanding advance balances of the GA owned to the Company. The GA hereby agrees that any advanced amount may be at any time deducted and withheld by the Company from commissions earned by the GA under the terms of the General Agent agreement, until such time as any and all advanced amounts owed to the Company by the GA are paid in full.
6. The GA hereby agrees that if an advance of commissions on an issued policy is made to the GA, and the underlying policy is terminated during the period for which advances have been made, any remaining balance due on the advance for such policy shall be deducted from future commissions advanced or earned commissions payable to the GA. Notwithstanding the foregoing, the GA agrees that repayment of any such advance commissions against a terminated policy shall be made immediately by the GA if requested by the Company.
7. In all events, the GA hereby agrees to pay immediately upon demand by the Company any balance due and owing on the balance of any advanced commissions upon termination of the GA's General Agent Agreement with the Company or termination of GA's representative's agent with the Company.
8. For any advanced commission amounts that are not repaid in accordance with the provisions of this Agreement, the GA hereby agrees to pay interest at the rate of EIGHTEEN PERCENT (18%) per annum compounded monthly until such amount is paid in full to the Company.
9. The GA warrants and represents that none of the commissions payable to the GA by the Company are subject to any prior assignment, claim, lien or security interest, and that the GA is authorized to make such assignment as collateral security in accordance with the terms of this Agreement. The GA hereby agrees to execute all financing statements required for the Company to perfect its security interest in the collateral pledged hereunder. The GA hereby represents and warrants that it shall take all action necessary to secure the lien right of the Company on the receivables pledged herein such that the Company may, in the event of default by the GA, directly pursue as the GA's assignee, the amounts owed by the GA's agents and sales representatives, or such other monies payable to the GA by other insurance companies.

10. If commission advances owed to the Company, or its designee, as a result of the terms of this Agreement are not repaid by the GA when due pursuant to the terms hereof, or if an agreement is not reached with the Company for the repayment of said obligations within thirty (30) days after the due date, the GA hereby agrees to pay all costs of collection, including, but not limited to, attorney fees and the costs of suit.
11. If any amounts owed to the Company are not paid as required hereunder, the GA hereby agrees that the Company may initiate suit against the GA in the jurisdiction of the Company's choice. The GA hereby expressly consents to the service of process in the jurisdiction if a suit is brought by the Company against the GA for amount owing hereunder.
12. There will be no advances allowed on monthly direct bill business.

**If the foregoing sets forth the terms of the Agreement between the Company and the GA, please execute one copy of this Agreement and forward the selected copy to the Company.**

General Agent

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of the General Agent

\_\_\_\_\_  
Print or type name of General Agent

GUARANTEE TRUST LIFE INSURANCE CO.

Dated: \_\_\_\_\_

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

Its: \_\_\_\_\_

REQUESTED ISSUE ADVANCE RATE: \_\_\_\_\_%

---

**Safe...**  
**Quick...**  
**Easy...**  
**Convenient...**  
**Reliable...**

With GTL's Automatic Deposit Payment Plan, agents can now enjoy the convenience millions of people across the country have discovered.

**Benefits include:**

- ***Access to your money faster.***  
The time involved with mailing a check is eliminated.
- ***A reduction in paper work.***  
Once you are on the Plan, your deposits are automatically handled.

**Make life easier!**

**Take advantage of GTL's Automatic Deposit Payment Plan today!**

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**GTL** | GUARANTEE  
TRUST  
LIFE

---

***Automatic Deposit  
Payment Plan***

**GTL** | GUARANTEE  
TRUST  
LIFE

Guarantee Trust Life Insurance Company  
1275 Milwaukee Avenue  
Glenview, IL 60025  
[www.gtlic.com](http://www.gtlic.com)

# GTL

GUARANTEE  
TRUST  
LIFE

## Automatic Deposit Payment Plan

### How Your Automatic Deposit Payment Plan Works

GTL's Automatic Deposit payment Plan ensures that your commissions are received on time.

Here's how:

1. Your commissions are automatically deposited into your bank account. The amount of your deposit will be reflected on the statement sent to you.
2. With the Automatic Deposit Payment Plan, all amount due to you will be paid under this method.

### How to Enroll in the Automatic Deposit Payment Plan

Simply complete the attached Automatic Deposit Plan form, making sure to include a copy of a voided check. It's that easy!

### Changing Banks Or Accounts

Notify the Home Office in writing when you decide to change your bank or account with the new account and routing numbers. Make sure to include your agent number in the letter. This will help to provide a smooth transition in transferring your Automatic Deposit Payment Plan to your new account.

For more information, call our Commission Accounting Department at 1-800-323-6907. Completed forms may be faxed to 847-699-0636.

# GTL

GUARANTEE  
TRUST  
LIFE

## Automatic Deposit Payment Plan

Authorization for direct deposit into the indicated bank account.

To: \_\_\_\_\_

*(Name of my bank)*

\_\_\_\_\_  
*(Address of my bank)*

### Please Attach Voided Check

**(A voided check is required to process your request.)**

As a convenience to me, I request and authorize you to electronically deposit in my account, at the financial institution named on the attached voided check, commissions payable to me. I also authorize GTL to electronically withdraw from my account any sum erroneously credited to my account by GTL. **Please check one:**

- I hereby certify that I conduct business under a "DBA" and that it is **NOT** a separate legal entity. I acknowledge all earnings will be recorded to me for tax purposes and not to the "DBA".
- I hereby certify that I do not conduct business under a "DBA".

I agree that my rights in respect to each payment shall be the same as if it were deposited by me and personally signed by me. I also agree to notify GTL within 30 days of the deposit date if there is a discrepancy with my deposit or if my response regarding "DBA" status changes. This will enable GTL to comply with Federal Banking laws. Failure to notify GTL may result in the loss of my deposit.

/ / \_\_\_\_\_  
Date

X \_\_\_\_\_

Signature

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

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

## **Authorization Form for Release of File Copies of Criminal History**

I hereby authorize Interstate Background Research, Inc. acting as an agent for \_\_\_\_\_ to receive any criminal history record information pertaining to me, which may be in the files of any state or any local criminal justice agency, or any law enforcement agency.

This request is valid for one (1) year from this date heron.

### **PART A: To be completed by EMPLOYEE:**

Employee Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\*Employee Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ \*Gender: \_\_\_\_\_

Employee Full Name: \_\_\_\_\_

Employee Street Address: \_\_\_\_\_

Employee City, State and Zip Code: \_\_\_\_\_

Date of this request: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ \*\*SIGN HERE

### **THANK YOU**

\*May be deemed necessary to conduct a thorough criminal record search in accordance with the, "Code of Federal Regulations" Equal Employment Opportunity Commission Code 1625.5.

\* This request for your date of birth does not indicate discrimination; and the request in itself is not a violation of the Age Discrimination Act. Your date of birth is requested for a permissible purpose, under the code, and has been ruled a critical identifier for criminal and driving history information. Some states will not conduct a criminal search without the date of birth.

You have now completed the necessary GTL contracting paperwork. Please print and submit your paperwork via email, fax or mail. Please make sure to attach your most up to date license(s).

Email address: [agency@gtlic.com](mailto:agency@gtlic.com)

Fax #: (847) 699-0895

Mailing address: Guarantee Trust Life Insurance Company  
ATTN: Marketing Dept.  
1275 Milwaukee Avenue  
Glenview, IL 60025

Upon review and approval of your individual and/or corporate request for appointment, you will receive a welcome letter indicating your agent and/or agency code(s). Retain the welcome letter along with the GTL General Agent Agreement. Contact the GTL Marketing Department at (800) 323-6907 with any questions.

The pages that follow represent the GTL Agent Agreement. Please read and retain for future reference.

**Welcome to GTL!**

**GUARANTEE TRUST LIFE INSURANCE COMPANY**  
**1275 MILWAUKEE AVENUE**  
**GLENVIEW, IL 60025**

**GENERAL AGENT AGREEMENT**

**THIS AGREEMENT** is entered into by and between **GUARANTEE TRUST LIFE INSURANCE COMPANY** (herein referred to as “we”, “our”, “us”, or “GTL”) and the corporation, partnership, or individual named below as **GENERAL AGENT** (herein referred to as “you”, “your”, “yours”, or “GA”), effective as of the Effective Date written below. In consideration of the mutual covenants in this Agreement, it is agreed that:

**I PRIOR AGREEMENTS**

- A.** This Agreement will supersede any prior agreement between us and you as to new business issued through you after the Effective Date.
- B.** If such prior agreement is in existence, it is hereby canceled, except that on any business already issued, any commission and service fees payable thereunder will, subject to all liens and assignments, continue to be paid in accordance with its terms and commission schedules.
- C.** Nothing herein shall be construed to effect or waive any prior claim, whether for money or otherwise, that we may have against you.

**II AUTHORITY**

**A. Solicitation**

- 1. You are authorized to solicit and procure, personally or through Representatives or Solicitors, provided required licenses and/or registrations are in force, applications for insurance issued by us, as may be provided in Schedules to this Agreement or by other written supplement to this Agreement. You are further authorized to deliver issued policies, to collect initial premiums, and to service the business. All checks or money orders received by you in payment of premium must be made payable to the order of GTL.
- 2. We may refuse to process any application or issue or amend any policy and/or certificate application. We will not be required to specify the cause for such action.

**B. Representatives and Solicitors**

We appoint you to solicit and to recommend for appointment appropriately licensed and/or registered Representatives and Solicitors, subject to our practices and procedures. Representatives are defined as any person or entity having an agreement with us that is authorized to legally solicit insurance in a state, including but not limited to, brokers and independent producers. Solicitors are the same as Representatives except that their agreement is with you.

- 1. You will be responsible for confirming that each Representative and Solicitor under you is properly licensed and/or registered in each jurisdiction in which they do business.
- 2. Agreements with Representatives shall be made directly with us in writing on our forms and will not become effective until approved and executed by us. You will have no authority to modify or amend any such agreement. We may, at our option, refuse to contract with any



proposed Representative and we may terminate any agreement with any Representative with or without cause. Unless you or the Representative has been terminated for cause, this will not affect your right to receive override commission for any business produced by the Representative prior to the termination. After a Representative has had an agreement with us for one year, you will not maintain rights to: (i) any terminated Representative or any policies of insurance produced by that Representative after termination; or (ii) any Representative or any policies of insurance produced by that Representative after your termination.

3. Agreements with Solicitors must be made directly between you and the Solicitor. We will not be a party to such agreement. We may, however, cancel any Solicitor's appointment with us at any time without stating cause.
4. Your working with a Representative or Solicitor will be deemed acceptance of your supervisory responsibilities with respect to such Representative or Solicitor and you shall be wholly responsible for the acts and omissions of each Representative or Solicitor. You unconditionally guarantee the full and prompt payment of any Debit Balance (as defined in Section V) of any Representative or Solicitor when due as required in Section V or upon a Representative's bankruptcy or insolvency proceedings. You acknowledge that we are not required to attempt to collect any Representative's or Solicitor's Debit Balance.
5. We may, from time-to-time, authorize you to market for us, non-insurance products. You and your Representatives and Solicitors will not represent such non-insurance products as insurance.
6. Agreements we have with your Representatives made prior to the Effective Date of this Agreement may remain in force. Payment of commission for insurance solicited by these Representatives under any of these prior agreements will be made pursuant to such agreements and the applicable current commission schedule.

### **C. Relationship**

You will be free to exercise your own judgment as to the time and manner of performing the service authorized by this Agreement, subject to such rules and regulations as may be adopted from time-to-time by us, respecting the conduct of business. You will be an independent contractor, and nothing contained herein shall be construed to create the relationship of employer and employee between you and us.

### **D. Responsibility**

You will be responsible for you and your Representatives and Solicitors:

1. For abiding by all applicable local, state, and federal laws and regulations and abiding by all rules, guidelines and requirements established by us from time to time in conducting business under this Agreement;
2. For maintaining accurate records and accounting for all transactions under this Agreement, and for making those records and accounting available to us whenever requested by us;
3. For payment of all expenses, fees and taxes incurred in the performance of this Agreement;
4. For transmitting all monies collected by you; or by your Representatives and Solicitors if sent to you; for us, and such money will be considered as funds held in trust by you and, therefore, you will be liable to us for all such monies;

5. To us for, and to hold us harmless from, all expenses, costs, causes of actions, and/or damages resulting from or arising out of any unauthorized or illegal act by you, or your employees, or any Representatives or Solicitors assigned to you;
6. For not directly or indirectly contacting or communicating or meeting with any GTL policyholder by you or your Representatives or Solicitors for the purpose of rewriting, canceling, lapsing or replacing any GTL policy with insurance coverage of another insurance carrier. This provision will survive termination of this Agreement.

**E. Limitation of Authority**

Your authority will extend no further than is stated in this Agreement. Without limiting the foregoing, you have no authority to make, alter, or discharge any insurance policy or extend any provision thereof, to waive or extend any policy obligations or conditions, to receive premiums except the first, to extend the time for payment of premiums or otherwise, to enter into any agreement directly or indirectly, providing for the financing of premiums, to waive any contractual forfeiture or guarantee premiums, dividends or interest, or to incur any debt or liability against us, or to otherwise bind or commit us except as authorized here.

**III MINIMUM REQUIREMENTS**

We reserve the right to establish from time-to-time minimum requirements for production, placement, claim loss ratio, and/or persistency to maintain this Agreement. Such requirements will be delivered to you in writing. Termination of this Agreement for failure to meet such requirements will be considered a voluntary termination and not, in and of itself, termination for cause.

**IV COMMISSIONS**

- A.** You will receive full compensation for your services the selling and renewal commission, service fees, and other compensation in accordance with the current Commission Schedule(s) attached to and made a part of this Agreement. Commission will be paid on all policies produced by you or by your Representatives or Solicitors. We reserve the right to change or amend the Commission Schedule(s), however, any changes or amendments will apply only to applications received by us after the applicable effective date of the changed or amended Commission Schedule(s).
- B.** If you should fail to pay to us any amount due under this Agreement on or before the 30<sup>th</sup> day after such amount becomes due, you shall pay to us, as an administration fee, any renewal commissions that become payable. Your right to receive any renewal commissions shall terminate.
- C.** Pursuant to our agreements with them, commission payable by us directly to Representatives assigned to you will be deducted from commission otherwise payable to you.
- D.** Commission for policies produced by Solicitors will be paid to you. We will not pay commission to Solicitors directly.
- E.** Commission payable to you for policies not included in the current Commission Schedule(s) will be determined in accordance with our practices in effect at the time.
- F.** Commission is payable only for premiums paid to us and accepted by us. Should more than one organization and/or individual claim entitlement to commission, such commission will be divided as we determine. In no event will we be liable for more than one gross commission or service fee.
- G.** Subject to Section V, selling and renewal commission, service fees, and other commission for premiums paid in advance will not be payable until the regular due date of such premiums.

- H.** If any premiums are refunded for any reason, you will promptly refund any commission received on account of such refund.
- I.** We reserve the right to postpone payment of commission until you are owed a minimum of twenty-five dollars (\$25.00).
- J.** All calculations regarding commission will be made on the basis of our records. Should you disagree with our records, you must notify us in writing of your disagreement within 60 days from the date of receipt of your statement. If you do not do so, our decision as to amounts due under this contract will become final.
- K.** As security for your obligations to us under this Agreement, you hereby assign and transfer to us and grant us a security interest in any and all commissions and other amounts payable by GTL to you. General Agent agrees that it is the owner of these amounts and will keep these amounts free of all liens, claims, security interests or other encumbrances.
- L.** We may offset any debt or other liability owed by you, or any Representatives assigned to you, to us against any commission due to you.

## **V ADVANCES AND LOANS**

GTL may, at its discretion, make one or more advances to you in anticipation of future commission payable to you under this Agreement. All advances and other like amounts, including but not limited to, commissions paid on lapsed, terminated or refunded policies; purchased leads; or retained commissions (all herein referred to as “Debit Balance”) shall be deemed loans to you and shall be reflected as such in your account on the books of GTL. General Agent agrees to repay the Debit Balance as follows:

- A.** The outstanding Debit Balance may bear interest at 12% per year (or the highest rate allowed by law). Interest shall be calculated for the actual number of days elapsed.
- B.** Debit Balance plus all accrued interest shall become immediately due and payable on the earlier of termination of this Agreement or demand by us.
- C.** The Debit Balance plus accrued interest may be prepaid without penalty. You acknowledge and agree that you have read and understand the disclosures in Exhibit A.

## **VI PAYMENTS AFTER TERMINATION**

If this Agreement is terminated other than for cause under Section VII C. of this Agreement, then your selling and renewal commission are vested subject to the following:

- A.** We will continue to pay your commission, if any, as provided in Section IV of this Agreement, so long as your total commission for the preceding year is in excess of the amount shown in your Commission Schedule.
- B.** You will have no vested rights in service fees or other compensation.
- C.** We will pay your vested commission to you or your legal representative.
- D.** You have satisfied all obligations to us, including but not limited to those in Section IV. K. and Section V.
- E.** Commission will be reduced by a service charge of 5% of premium.

## **VII TERMINATION**

In the event of termination of this Agreement, you will account for and remit to us any amounts held for us, or due us, and shall return all undelivered policies, advertising materials or any of our property you have in your possession.

### **A. Voluntary Termination**

This Agreement may be terminated by us or you, without stating cause, by written notice personally delivered or mailed to the last known address of the other party, at least 30 days, or such longer period required by applicable law or regulation, before the effective date of termination. Any notice of termination will be deemed given on the day mailed or personally delivered.

### **B. Automatic Termination**

This Agreement will be terminated automatically without notice by:

1. Your death, if you are an individual; or
2. The death of any partner, if you are a partnership; or
3. The dissolution of the corporation or disqualification to do business under applicable law, if you are a corporation; or
4. Revocation or termination of your license in any applicable jurisdictions; or
5. You becoming unable to pay your debts as they mature, making an assignment for the benefit of your creditors or becoming a subject of bankruptcy, insolvency, or similar proceedings.

### **C. Termination for Cause**

This Agreement will be terminated for cause, as of the day we mail notice to you at your last known address, if you directly or indirectly:

1. Comingle or misappropriate any money or other property belonging to us;
2. Fail to deliver any policies issued and given to you for delivery;
3. Fail to deliver to us any receipts or other property belonging to us;
4. Violate any of the laws or regulations regulating the sale or solicitation of products covered under this Agreement, or violate any company procedures whether before or after termination;
5. Commit any dishonest act in connection with the sale or solicitation of insurance products; or
6. Violate any terms of this Agreement.

We may give you notice of termination for cause even after voluntary termination or automatic termination.

In the event this Agreement is terminated for cause, no further commission is due you under this Agreement.

## **VIII ADVERTISING AND MARKET CONDUCT**

- A.** You will not print, publish, distribute, use, or permit any Representative or Solicitor assigned to you to print, publish, distribute or use any advertisement, sales material, illustration or any other document or software of any kind concerning:
  - 1. The products solicited under this Agreement; or
  - 2. Guarantee Trust Life Insurance Company, our products, procedures or standing without our prior written consent.
- B.** You will not alter, modify or use advertising or other materials prepared by us without our prior written consent.
- C.** You will comply with and cause each of your Representatives and Solicitors to comply with all of our company procedures and rules concerning advertising and market conduct, including but not limited to our Advertising Policy, Advertising Submission Form, Advertising Checklist, Marketing Guidelines and Code of Ethical Market Conduct.
- D.** You shall, and shall cause each Representative and Solicitor to forward applications for insurance solicited under this Agreement to us as soon as possible, but not later than 10 days after the date of such applications. Policies issued by us shall be delivered promptly to the policyholder.
- E.** You and your Representatives and Solicitors shall engage in any training program as requested by us.

## **IX GENERAL PROVISIONS**

### **A. Changes**

We may at any time and from time-to-time:

- 1. Modify, amend, or fix minimum and maximum production limits for any policy form or contract;
- 2. Modify or amend the conditions or terms under which any policy form or contract may be sold;
- 3. Discontinue or withdraw any policy form or contract from any state or any area;
- 4. Cease doing business in any state;
- 5. Modify the terms of this Agreement.

Notification of modification of this agreement shall be delivered to you at your last known address. Any modifications referred to in this paragraph shall be prospective only.

### **B. Assignment**

You may not assign or transfer this Agreement or any benefit thereunder without our prior written consent. We do not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment by granting our consent, nor will any assignment become operative until any indebtedness owed by you to us, created prior to or subsequent to such assignment, is liquidated.

**C. Service of Process**

You will send us, by certified mail within 48 hours of its receipt, any paper served upon you in connection with any complaint, proceeding, hearing, or action against us. If failure on your part to comply with this provision causes us additional loss or expense, you will reimburse us.

**D. Governing Law**

This Agreement is an Illinois contract and will be construed in accordance with the laws of Illinois.

**E. Waiver**

Our forbearance or failure to exercise any rights, or to insist upon strict compliance herewith, will not constitute a waiver of any of your obligations under this Agreement.

**F. Corporate Notification**

If you are a corporation, you will immediately notify us of any changes in the ownership, officers, or directors of the corporation.

**G. Mandatory Binding Arbitration**

Except as otherwise provided in this Agreement, all claims, disputes, and other controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including but not limited to breach hereof (in each case, "Dispute"), shall be submitted to binding, non-appealable arbitration and such arbitration shall be governed by the Uniform Arbitration Act, 710 ILCS 5/1.

Either party may within one (1) year from the date of the alleged breach or occurrence resulting in the Dispute, make a demand for arbitration by filing a demand in writing with the other party and serving the same by depositing it in the U.S. Mail, certified mail, return receipt requested. GTL and GA shall each choose, within sixty (60) days after demand arbitration is made, a former officer or executive of an insurance company as its arbitrator and the two appointed arbitrators shall choose a third arbitrator possessing the same qualifications. If either party fails to appoint an arbitrator within sixty (60) days after the written demand for arbitration is made, the party who has appointed an arbitrator may petition the Circuit Court, Cook County, Illinois for an order compelling the non-complying party to appoint its arbitrator. All reasonable costs incurred as a result of obtaining the court order compelling appointment of an arbitrator shall be paid by the non-complying party.

All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Cook County, Illinois. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators. Notice shall be given and the hearing conducted in accordance with the Uniform Arbitration Act.

The decision of any two arbitrators with respect to a Dispute shall be binding and conclusive and nonappealable and shall be submitted to the court for confirmation with the same effect as a judgement.

Each of the parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to any Dispute.

## DISCLOSURE STATEMENT

### EXHIBIT A

**MEANING OF WORDS:** The words "you", "your" and "yours" mean each and all those who sign the General Agent Agreement as borrower. The words "we", "our" and "us" refer to Guarantee Trust Life Insurance Company, its successors and assigns, and the word "Loan" means all advances on your commissions and any other amounts that we may lend to you pursuant to the General Agent Agreement between you and us.

**PRINCIPAL BALANCE COMPUTATION METHOD:** We figure the FINANCE CHARGE on your account by applying the periodic rate to the amount you owe as of the date of the calculations (including any new loans and subtracting any payments or credits).

**FINANCE CHARGE:** The FINANCE CHARGE begins to accrue beginning on the date each loan is made. We calculate the FINANCE CHARGE for the actual number of days elapsed, using a monthly periodic rate of 1%, or an ANNUAL PERCENTAGE RATE of 12%. There is no "free period" or time period within which any loan may be repaid without incurring a FINANCE CHARGE.

**WHEN PAYMENTS ARE DUE:** The principal balance and accrued FINANCE CHARGES will be immediately due and payable, without notice or demand (except as provided in subsection (iii) below), on the earlier of (i) the date you would otherwise become entitled to receive any compensation or other payments under the General Agent Agreement from time to time to the extent of such compensation, in which case we may exercise our right of set-off or recoupment in accordance with the General Agent Agreement; (ii) the expiration or earlier termination of the General Agent Agreement; or (iii) demand by us.

**OTHER CHARGES:** In the event that you fail to pay us any amount on or before the 30<sup>th</sup> day after such payment became due, you shall pay to us all administration fee, to the extent permitted by applicable law, in the amount of any renewal, commissions that would otherwise have become due to you. You shall also reimburse us, to the extent permitted by applicable law, for all reasonable costs and expenses (including, without limitation, legal fees and expenses and internal administrative expenses) that we pay or incur in connection with (i) the collection, before and after judgment of the principal balance of the Loan, (ii) the enforcement of the General Agent Agreement, or (iii) any attempt by any creditor or assignee of yours to collect any amount from us.

**SECURITY INTEREST:** The Loan is secured by all compensation or any other amounts which may now be due or hereafter come due to you under the General Agent Agreement or any other contract between you or any of your affiliates and us.

### YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify Us In Case of Errors or Questions About Your Monthly Statement

If you think your Monthly Statement is wrong, or if you need more information about a transaction on your Monthly Statement, write to us on a separate sheet of paper at the address listed on your Monthly Statement. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first Monthly Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, please give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Monthly Statement automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the Monthly Statement was correct.

After we receive your letter, we cannot try to collect any amount in question or report you as delinquent. We can continue to bill you for the amount in question, including finance charges. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Monthly Statement that are not in question.

If we find that we made a mistake on your Monthly Statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must notify anyone we report you to that you have a question about your Monthly Statement. We must tell you the name of anyone we report you to. We must inform anyone to whom we have previously reported you, if the matter has been settled between us.

**Guarantee Trust Life Insurance Company**  
**ADVERTISING POLICY**

As part of our continuing efforts to ensure that all advertisements, sales materials, and illustrations promoting Guarantee Trust Life Insurance Company's products are unambiguous, honest and fair, we require all of our licensed distributors to be familiar with, and adhere to the following rules. Lack of compliance may be grounds for termination of appointment or contract.

- I. Distributors cannot generate or use any advertising or sales material which bears the name or logo of GTL and/or promotes any of our specific policies without securing GTL's Compliance Department's prior written approval of content, form, and method of dissemination.**
  
- II.** Advertisements and sales materials include, but are not limited to:
  - A. Printed and published material, social media, sales aids, leaflets, booklets, brochures, audio visual material and descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, telephone scripts, presentation summaries, projections, billboards, websites, email communications and similar displays intended to promote the purchase, modification, or reinstatement of a policy.
  
  - B. Material used for the recruitment, training, and education of distributors.
  
- III.** Advertisements and sales materials must be truthful. Content must be sufficiently clear so as not to mislead or deceive.
  - A. The use of statistics, illustrations and statements which may be factually correct are not acceptable if their impact misleads or deceives.
  
  - B. Information required to be disclosed must not be minimized, rendered obscure, presented in an ambiguous manner, or intermingled with text so as to be confusing or misleading.
  
  - C. The tendency to mislead or deceive will be determined by the overall impression the advertisement or sales material creates on a person with little knowledge of insurance matters.
  
- IV.** The accompanying Advertising Submission Form must be used prior to submitting advertising or sales material to GTL for approval.
  
- V.** Illustration software provided by GTL must not be altered in any manner, except under written instruction.

**Please review this policy carefully. You must adhere to it at all times.**



**GUARANTEE TRUST LIFE INSURANCE COMPANY**  
1275 Milwaukee Avenue, Glenview, IL 60025

**ADVERTISING SUBMISSION FORM**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
Line of Business Manager

FROM: \_\_\_\_\_  
Name Agency

**REVIEW CHECKLIST for ADVERTISING and ADVERTISING POLICY BEFORE  
SUBMITTING to GTL.**

This form must accompany every advertisement submitted to GTL for approval as required by General Agent Agreement.

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Intended Use of Advertising:

Product Name and Form/Plan Number: \_\_\_\_\_

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Print Media Ad | <input type="checkbox"/> Sales Presentation | <input type="checkbox"/> Broadcast Media |
| <input type="checkbox"/> Telemarketing  | <input type="checkbox"/> Contact Letters    | <input type="checkbox"/> Other           |

STATES WHERE ADVERTISEMENT WILL BE USED: \_\_\_\_\_

\_\_\_\_\_

DATE ADVERTISEMENT WILL START TO BE USED: \_\_\_\_\_

AGE OF INTENDED MARKET: \_\_\_\_\_

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Home Office Use:

	INITIALS	APPROVED	DISAPPROVED (EDITS SHOWN)	DATE
LOB/Marketing:	_____	_____	_____	_____
Regulatory Compliance:	_____	_____	_____	_____

## Checklist For Advertising Material

This Checklist is for your use as a worksheet in preparing advertisements for Home Office approval. Items on the Checklist are based on the most commonly applicable state laws and rules governing the advertising of insurance products. Compare your advertising with the sections on this worksheet applicable to your piece. Check "Yes," "No" or "NA" (not applicable). Make changes to statements marked "No" before sending the advertisement to the Home Office for approval.

### Corporate Identity and Logo

Yes   No   NA

\_\_\_   \_\_\_   \_\_\_   Our full name, *Guarantee Trust Life Insurance Company*, is used in the first reference.

\_\_\_   \_\_\_   \_\_\_   Initials are used only in the place of the Company name if mentioned parenthetically in the first reference.

### Accuracy and Truthfulness

Yes   No   NA

\_\_\_   \_\_\_   \_\_\_   No aspect of this piece could be considered untrue, deceptive, or misleading based on the information included *or* omitted.

\_\_\_   \_\_\_   \_\_\_   This piece, when examined as a whole, cannot lead a person of **average** intelligence to any false conclusions. This conclusion is based on the literal meaning of the words, impressions from nonverbal portions of the piece, and from materials and descriptions omitted from the advertising piece.

\_\_\_   \_\_\_   \_\_\_   All important or required information appears in a type size that is easy to read and is not mixed in with information that could confuse the reader.

\_\_\_   \_\_\_   \_\_\_   Absolute words such as "all," "will" and "shall" are not used.

\_\_\_   \_\_\_   \_\_\_   Words such as "free," "no cost" and "no extra cost" are not used unless actually true and then only if explained.

**Comparisons, Ratings and Competition References**

<u>Yes</u>	<u>No</u>	<u>NA</u>	
___	___	___	Specific commercial ratings are not the focus of this piece.
___	___	___	Any reference to a commercial rating is clear in describing the scope and extent of the rating (A.M. Best, B++, Very Good must all be used together).
___	___	___	All statistical information is recent, relevant, and the source and date are identified.
___	___	___	References to the competition are factual and not disparaging.

**Testimonials, Endorsements, Analyses and Illustrating**

<u>Yes</u>	<u>No</u>	<u>NA</u>	
___	___	___	There is no use or implication of an endorsement or testimonial by a person or organization without their approval.

**Identity of Insurer and Product**

<u>Yes</u>	<u>No</u>	<u>NA</u>	
___	___	___	The name of the insurer is clearly identified.
___	___	___	The policy type and name are clearly and accurately identified including form number.
___	___	___	No combination of words is used which could mislead prospective insureds into believing the solicitation is connected with a governmental agency or program unless true and supportable.

**HOME OFFICE USE**

___	___	___	The piece is identified with a unique form number assigned by Guarantee Trust Life Insurance Company.
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# Code of Ethical Market Conduct

*At Guarantee Trust Life Insurance Company, we strive to provide our customers with quality service. In order to maintain high standards of honesty, fairness, and integrity, we have developed a Code of Ethical Market Conduct which serves as a guidepost for our conduct in the insurance marketplace.*

## Market Conduct at GTL

“Market conduct” refers to actions made when providing service to our customers: employees, general agents, and policyowners.

GTL maintains high customer service standards. Honesty, fairness, and integrity are characteristics that employees and general agents are expected to display when dealing with customers. GTL has developed a Code of Ethical Market Conduct to help employees and general agents determine what type of behavior is expected of them. The Code of Ethical Market Conduct consists of six Principles which are described below.

### **Principle One :**

*Guarantee Trust Life Insurance Company will conduct business according to high standards of honesty and fairness. We will render to our customers the services which, in the same circumstance, we would demand for ourselves.*

### **Principle Two:**

*Guarantee Trust Life Insurance Company will provide competent and customer-focused sales and service.*

### **Principle Three:**

*Guarantee Trust Life Insurance Company will engage in fair competition.*

### **Principle Four:**

*Guarantee Trust Life Insurance Company will provide advertising and sales materials that are clear as to purpose, and honest and fair as to content.*

### **Principle Five:**

*Guarantee Trust Life Insurance Company will provide a means for fair and expeditious handling of customer complaints and disputes.*

### **Principle Six :**

*Guarantee Trust Life Insurance Company will maintain a system of supervision that is reasonably designed to achieve compliance with these Principles.*

These principles encourage us to ensure that employees and general agents have the information they need to follow the laws and regulations that pertain to their area. Our general agents also should make efforts to ensure that each customer fits the profile of the market for which the product is designed.

To provide competent sales and service, employees and general agents must adhere to our Code of Ethical Market Conduct. In addition, employees and general agents must have knowledge about GTL’s products and their functions. General agents must also be licensed or otherwise qualified under state law.

We are committed to competition as the most effective and efficient means of providing products and services to our customers. Competition is also the most efficient regulator of activities. To maintain and enhance competition in the marketplace for our products, we should ensure that employees and general agents, through education and action, promote an awareness of the concept of a fair marketplace. Our general agents should not replace existing insurance policies without first providing the customer with the information he or she needs to make an informed decision about replacement.

GTL will use only sales and solicitation materials based upon the principles of fair dealing and good faith and that have a sound factual basis.

In order to resolve any complaints and disputes that may arise concerning GTL's market conduct, efforts should be made to identify, handle, and resolve all complaints fairly and objectively.

All GTL employees are provided with information about GTL's Code of Ethical Market Conduct. Policies and procedures have also been developed for auditing and monitoring our general agents' market activities and sales practices.

## **Market Conduct Violations**

All GTL employees and general agents should comply with the Code of Ethical Market Conduct at all times. Violation of this Code is considered serious and will be handled accordingly. Any violations of market conduct should be reported.

## **For More Information...**

If you have any questions or need more information about market conduct at GTL, please contact the Government Affairs Department.

*Guarantee Trust Life Insurance Company thanks you for your cooperation.*

<http://www.gtlic.com>

**Guarantee Trust Life Insurance Company**  
**Supplemental Health Insurance Marketing Guidelines**

GTL markets the following individual supplemental health insurance products. These guidelines are provided to assist agents in correctly representing GTL products. Products listed may not be available in all states. Please consult the latest State product availability chart on GTLink.

**Hospital Indemnity Insurance** – GTL’s hospital indemnity insurance products are intended to supplement an individual’s primary health insurance plan. Limited and fixed indemnity benefits are payable under this type of product. *It is not a substitute for major medical coverage and does not satisfy the minimum essential coverage requirement of the Affordable Care Act.* Effective as of January 1, 2015, clients will be required to attest to having other health insurance coverage that is minimum essential coverage at the time of application for Hospital Indemnity Insurance, or other fixed indemnity-type coverage.

Hospital Indemnity insurance products are not Medicare Supplement coverage and do not fully supplement any federal Medicare health insurance. If your client is eligible for Medicare, they may review the *Guide to Health Insurance for People with Medicare* available from GTL.

**Specified Disease / Cancer -Only / Critical Illness Insurance**– GTL’s specified disease, cancer-only, or critical illness insurance products are intended to supplement an individual’s primary health insurance plan for diseases or illness, such as cancer, heart-attack, stroke, or certain other covered conditions. Depending upon the coverage, benefits are payable either on a fixed indemnity, monthly indemnity, or lump sum basis. *These insurance products are not a substitute for major medical coverage and do not satisfy the minimum essential coverage requirement of the Affordable Care Act.* These policies carry waiting periods and/or pre-existing condition limitation clauses, which should be fully explained to your clients.

**Short-Term Nursing Home and Short-Term Home Health Care Insurance** - This insurance provides coverage for short-term care in a nursing home or an assisted living facility. Short-term home health care is also available. Agents should make it clear to their clients that *this product is not long-term care insurance. Coverage is provided for less than one year with benefits restoring on a limited basis.* This policy includes an elimination period. Benefits are payable when a client becomes unable to perform 2 of 6 activities of daily living or has a cognitive impairment. These terms are not understood by all individuals. It is important your client understand when benefits become payable under this type of insurance product.

*For all products listed above, agents must comply with all state replacement requirements and buyers guides, where applicable. Agents should review all GTL provided product brochures and outlines of coverage carefully. We encourage you to call or write our Life and Health Sales Department at 1-800-323-6907, or [agency@gtlic.com](mailto:agency@gtlic.com) should you have any questions.*

**Guarantee Trust Life Insurance Company**  
**Life Insurance Marketing Guidelines**

GTL markets the following individual Life Insurance product(s). These guidelines are provided to assist agents in correctly representing GTL products. Products listed may not be available in all states. Please consult the latest State product availability chart on GTLink.

**Ten or Twenty-Year Term Life Insurance** – This insurance offers a renewable 10 or 20-year term period. GTL’s current term life product, Critical Provider, includes an accelerated death benefit rider, which provides for the advance payment of some or all of the death benefit under the term life policy upon the occurrence of a qualifying event. The life policy death benefit and premiums will be reduced if an acceleration of death benefit is paid under the rider.

A clear explanation should be provided to your client at the time of solicitation that this is a term life insurance policy with an accelerated benefit rider which will accelerate the payment of benefits for covered critical illness / conditions and depending upon the amount accelerated, the amount of the life policy benefits will be reduced to the remaining face amount.

*For all products listed above, agents must comply with all state replacement requirements and buyers guides, where applicable. Agents should review all GTL provided product brochures and sales material carefully. We encourage you to call or write our Life and Health Sales Department at 1-800-323-6907, or [agency@gtlic.com](mailto:agency@gtlic.com) should you have any questions.*