

# WASHINGTON NATIONAL INSURANCE COMPANY DIRECT PAID AGENT CONTRACT APPLICATION

**TYPE OR PRINT**

Appointment Type:  Individual  Corporate

Name: \_\_\_\_\_ Corporation Name: \_\_\_\_\_

Other Name Used: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Other Name Used: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Errors and omissions coverage:  Yes  No Carrier \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Non-resident appointments \_\_\_\_\_

*(Your email address is required to access online commission information.)*

*(Agent will be charged for any non-resident appointment fees)*

**BENEFICIARY DESIGNATION** Pursuant and subject to Paragraph X.4 of the Sales Representative Agreement, I hereby designate the following person(s) to receive any vested commissions which may be due after my death:

[Name] \_\_\_\_\_ [Percent] \_\_\_\_\_ [Name] \_\_\_\_\_ [Percent] \_\_\_\_\_

[Address] \_\_\_\_\_ [Address] \_\_\_\_\_

[Relationship to Me] \_\_\_\_\_ [Relationship to Me] \_\_\_\_\_

**ADDRESS INFORMATION**

Mailing Preference: Resident  Business

Business Address

Street:	City:	State:	Zip:
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Current Resident Address

Street:	City:	State:
Zip:	From (MM/YY):	To (MM/YY):

**PROVIDE ALL ADDRESSES NOT LISTED ABOVE COVERING 7 YEARS**

Previous Address #1

Street:	City:	State:
Zip:	From (MM/YY):	To (MM/YY):

Previous Address #2

Street:	City:	State:
Zip:	From (MM/YY):	To (MM/YY):

Previous Address #3

Street:	City:	State:
Zip:	From (MM/YY):	To (MM/YY):

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## BACKGROUND

Please provide a complete explanation of any "yes" answers on a separate sheet:

1. Have you ever had your insurance license or securities license suspended or revoked or have you ever had any application for an insurance license denied by any insurance department?  Yes  No
2. Have you ever pled guilty or nolo contendere to or been found guilty of a felony or a crime including but not limited to crimes involving dishonesty, breach of trust, or a violation of any federal law or are you now under indictment?  Yes  No
3. Have you ever had a complaint filed against you with an insurance department, NASD or other regulatory agency or do you anticipate one being filed or have you ever been terminated by any company for cause?  Yes  No
4. Are you at the present time involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?  Yes  No
5. Do you owe an insurance company or other person for any premiums collected or money advanced?  Yes  No
6. Has any company or other person alleged that it has not received premiums or other monies due such company or person from you?  Yes  No

## CONDITIONS AND AGREEMENTS

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby attest to all matters set forth above and agree to all matters set forth below. I hereby agree that if the Company issues to me Sales Representative Agreement WN-CNRT-PD-1115 and Exhibit A for which I hereby apply, I will be bound by Agreement WN-CNRT-PD-1115 and Exhibit A. I understand that my supervising office has specimen forms of Agreement WN-CNRT-PD-1115 and Exhibit A on file and I have had the opportunity to review Agreement WN-CNRT-PD-1115 and Exhibit A. Submitting to the company any application for an insurance policy or annuity contract shall constitute my agreement to Agreement WN-CNRT-PD-1115 and Exhibit A, and all of the terms, conditions, and provisions set forth therein. I acknowledge that by signing this Contract Application and by submitting any such insurance application for an insurance policy or annuity contract, I have so agreed to Agreement WN-CNRT-PD-1115 and Exhibit A and no further signature by me shall be necessary. In addition, I agree to act in accordance with the ethical and compliance expectations set forth in the Agent Compliance Guidelines that have been presented to me, and any future revised versions, as applicable. I will be made aware of revised versions of the Guidelines by Field Bulletin and I can access any current version of the Guidelines via [wbizlink.com](http://wbizlink.com).

FORM W-9. I hereby certify that (1.) The payee's TIN is correct; (2.) The payee is not subject to backup withholding due to failure to report interest and dividend income. *\*(Note: You must mark out #2 if you are subject to backup withholding)* (3.) The payee is a U.S. person.

I have executed this Contract Application as evidence of the understanding, acceptance and consent of its terms. I understand that, as a part of its approval process, the Company may obtain an investigative consumer report which will contain information regarding my character, general reputation, credit history, personal characteristics and mode of living. Additionally, the Company may obtain an investigative consumer report at any time that it has a business need to do so during my contract term or after termination of my contract for any and all purposes allowable under federal and state law. I hereby authorize the Company to obtain such a report and share findings with others who have a business need to know or who are in a business or contractual relationship with Washington National Insurance Company.

**Applicant Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

## GUARANTEE BY PRINCIPAL OF CORPORATE/LLC OBLIGATIONS

In the event that application is made in the name of a corporation, LLC or other entity, the undersigned individual, as principal of such entity, hereby unconditionally guarantees the full and prompt performance by such entity of any and all obligations under any resulting Sales Representative Agreement. The undersigned waives notice of default and demand for performance and agrees that such obligations may be enforced against the principal as if he or she were the primary obligor.

**Principal Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

### TO BE COMPLETED BY INDEPENDENT PARTNER

Partner \_\_\_\_\_ Partner Signature \_\_\_\_\_ Date \_\_\_\_\_

New Agent Reports Directly To \_\_\_\_\_ Agent Number \_\_\_\_\_

**WASHINGTON NATIONAL INSURANCE COMPANY  
DIRECT PAID AGENT CONTRACT APPLICATION**

**ELECTRONIC FUNDS TRANSFER REQUEST FORM**

**Agent Information**

Name on Contract \_\_\_\_\_

Address \_\_\_\_\_

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

Phone Number \_\_\_\_\_

Note: only one of the following fields needs to be completed. Please provide the SSN or Tax ID number if you would like ALL of your agent numbers under that ID updated. If not, please list only the Agent Number(s) to be updated.

SSN or Tax ID on Contract \_\_\_\_\_

Agent Number(s) \_\_\_\_\_

**Bank Information**

Bank Name \_\_\_\_\_ Checking Account  Savings Account

ABA Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

The diagram shows a check with the following details: Payee: Sue & Bob Agent, 1234 Main St., Anytown, USA 10000. Date: \_\_\_\_\_ Dollars: [ ] 1234. Bank: Anytown Bank, Anytown, USA 10000. For: [ ] 1234. The check number is 1234. Annotations include: 'ABA Routing Number' pointing to 250250025, 'Bank Account Number' pointing to 0500454613, and 'Check Number' pointing to 1234. A box on the right contains the number 1234, with an arrow pointing to the 'Dollars' field.

ABA Routing Number: The routing number must be nine digits. The first digits must be 01 through 12 or 21 through 32. Do not use a deposit slip to verify the number because it may contain internal routing numbers that are not part of the actual routing number. If your bank has recently had a merger or name change, please confirm your routing number.

Bank Account Number: The account number can be up to 17 digits and include numbers and letters. Omit hyphens, spaces, and special symbols. Be sure not to include the check number.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return to: Commission Accounting  
P.O. Box 1956  
Carmel, IN 46082-1956

Or fax to: (317) 817-2855

*Please allow 7 business days for your request to be processed.  
Please note that EFT transmissions can take up to 72 hours to be posted to your account.*

## I. CONCEPT

This agreement is made by and between Washington National Insurance Company, an Indiana company, called “we”, “us” or the “Company” and \_\_\_\_\_, called “you” or “Representative”. The Company offers life insurance, health insurance and annuity policies or certificates, called “Policies”, to customers through independent producers. The Company and Representative desire to enter into this Agreement and work together for their mutual benefit, through the sale and service of Washington National Insurance Company’s Policies to suitable customers who desire to purchase such Policies.

At its option, which shall not be unreasonably withheld, the Company agrees to contract with and/or appoint, as Washington National Insurance Company’s licensees Sub-Producers recruited by you, and Sub-Producers recruited by your Sub-Producers, (collectively referred to as “Sub-Producers”) who meet the standards then generally required by us in the appointment of agents. If a Sub-Producer who is already under a contract with the Company is assigned to you, your responsibilities with respect to that Sub-Producer are the same as if you recruited the Sub-Producer to the Company unless otherwise agreed in writing by you and the Company.

Sub-Producers may be contracted only on standard Sales Representative Agreements or Licensed Only Agent Acknowledgements and accompanying schedules approved by and made available through the Company.

The Company may immediately suspend your ability to recruit Sub-Producers under this Agreement, if the Company has reasonable cause to suspect that you have engaged in conduct involving violation of the terms of your Agreement. You will be notified, in writing, of the reason and the terms of any suspension.

The term “Policy” or “Policies” shall also include products, benefits or services offered through Washington National Insurance Company’s distribution agreements with other insurance carriers, benefit providers and/or service providers.

## II. AGREEMENT DATE

The Agreement Date applies to all Policies issued on or after the Agreement Date, which is specified on the signature page of this Agreement.

## III. DUTIES, OBLIGATIONS, AUTHORIZATION, AND LIMITATIONS

The following conditions shall apply to you or to any of your employees and/or Sub-Producers:

1. You and all Sub-Producers shall have no other powers or authority other than those expressly granted in this Agreement, and no other or greater power or authority shall be implied by the grant or denial of powers or authority specifically mentioned.
2. This Agreement applies specifically to Policies issued by the Company, which are listed on Compensation Schedules provided to representative and made a part of this Agreement. This Agreement shall also apply to products, benefits or services offered through the Company’s distribution agreements with other insurance carriers, benefit providers and/or service providers.
3. For as long as you are contracted with the Company, licensed, appointed by Washington National Insurance Company and in good standing with the regulatory authorities, the Company hereby authorizes you to:
  - a. Personally produce applications for Policies covered by this Agreement; This application may be signed and submitted electronically pursuant to rules adopted by the Company; and
  - b. Collect the first premiums on such Policies in the form of a check or money order made payable to Washington National Insurance Company; and

**XVIII. NOTICES**

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to you at your last known business address according to Company records, or to us addressed to:

**Washington National Insurance Company  
11825 North Pennsylvania Street  
Carmel, Indiana 46032**

**XIX. NON-SOLICITATION**

During the term of this Agreement and for 24 months thereafter, the Agent shall not, induce or attempt to induce, directly or indirectly, any agents to terminate their contract with us. Induce or attempt to induce, directly or indirectly, any policyholder to terminate any policy or to stop the payment of any premium on such policy.

**OPPORTUNITY TO REVIEW**

YOU REPRESENT THAT, PRIOR TO ACKNOWLEDGING THIS AGREEMENT, YOU HAVE READ, FULLY UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS AS STATED ABOVE, THAT YOU WERE NOT UNDER DURESS AT THE TIME YOU SIGNED THIS AGREEMENT AND THAT YOU HAD ADEQUATE TIME TO CONSIDER ENTERING INTO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE OPPORTUNITY TO DISCUSS THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS ITS LEGAL CONSEQUENCES, WITH AN ATTORNEY OF YOUR CHOICE.

IF A SALES REPRESENTATIVE IS A CORPORATION, AN AUTHORIZED OFFICER MUST SIGN AND INDICATE THE OFFICER'S TITLE.

**SALES REPRESENTATIVE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

*No additional signature required with submission of Contract Application form WN-APP-PD.*

**WASHINGTON NATIONAL INSURANCE COMPANY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

*At its Executive Office in Carmel, Indiana*

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

**WASHINGTON NATIONAL INSURANCE COMPANY  
ADVANCE COMPENSATION AGREEMENT**

This Advance Compensation Agreement is made and entered into by and between  
Washington National Insurance Company (“Company”) and

\_\_\_\_\_ (“Representative”)

**WITNESSETH:**

WHEREAS, on \_\_\_\_\_, the Representative entered into Representative Contract, with Company which, among other things, authorizes the Representative to solicit applications of insurance for Company and provides for payment of compensation by Company to the Representative upon his/her sale of insurance products as premiums are collected (on an as-earned basis); and

WHEREAS, the Representative wishes to modify this compensation arrangement in order to permit him/her to receive compensation in advance of premiums being collected by Company.

NOW, THEREFORE, Company agrees to permit compensation to be paid to the Representative in advance of said compensation being earned subject to the following terms and conditions:

**TERMS AND CONDITIONS**

1. Compensation on first year premiums may be paid on an advance basis for the sale of any qualifying insurance policy. A policy issued by Company shall be construed as a qualifying insurance policy if it is designated as such by Company.
2. Upon the Representative’s execution of this Agreement, that compensation be paid under this section of this Agreement, Company shall make an advance compensation payment to the Representative which shall be defined by the published guidelines of the Company. The guidelines are solely within the control of the Company and may be changed by Company without prior notice. Compensation advanced on any policy under this Agreement shall constitute an indebtedness of the Representative and shall be treated as income at date of disbursement.
3. All advance commission payments made under this Agreement shall be made by Company and forwarded to the Representative in accordance with Company’s normal payment practices and cycles.
4. Advance balances are recovered as commission is earned on a policy-by-policy basis. The advance balance of any policy that lapses or is terminated before the advance is fully recovered will be recouped (charged back) immediately and transferred to the Secondary 1 Account balance. Balances in the Secondary 1 account will immediately begin accruing interest at a rate determined by the company, currently 9% per annum. The company retains the right to change the interest rate upon written notice of said change.
5. This Agreement may be terminated or suspended at any time by Company. Termination or suspension of this Agreement shall be effective on the date written notice of termination or suspension is mailed by Company to the Representative at the last known business address of the Representative shown in Company’s files. Any business in process as of the date of termination or suspension shall be processed on an as-earned basis unless Company advises to the contrary in its notice of termination or suspension. In the event of termination of this Agreement all outstanding advance compensation shall be due and payable to Company immediately.
6. Company may, at its sole discretion, modify the terms of this Agreement at any time. Such modification shall take effect upon Company’s mailing of notice of modification to the last known business address of the Representative shown in Company’s files. All business in process as of the effective date of any modification shall be processed in a manner consistent with such modification.
7. All the terms, conditions and definitions of the Representative Contract and any supplements to it, shall remain in force and effect unless specifically modified in this Agreement.
8. Should it become necessary for Company to engage counsel to enforce the terms and conditions of this Agreement or the Representative’s Contract, the Representative will pay Company’s actual attorneys’ fees plus all other costs of collection.

**WASHINGTON NATIONAL INSURANCE COMPANY  
ADVANCE COMPENSATION AGREEMENT**

9. This Agreement shall have no force or effect until accepted by Company.

I, \_\_\_\_\_, affirm and fully understand the terms and conditions of the Guidelines and this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Representative

**ANNUALIZATION SPECIFICATIONS:**

Maximum Advance Per Policy	\$1,500
Maximum Advances Outstanding	\$50,000
Minimum Advance EFT Issued	\$25

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Independent Partner Printed Name

\_\_\_\_\_  
Independent Partner Signature

\_\_\_\_\_  
Washington National Insurance Company Signature

## Attestation

With my signature below, I acknowledge that I have received, reviewed and understand the material presented in these Agent Compliance Guidelines. I understand that as a licensed insurance agent I am required to understand and comply with federal and each state's applicable laws and regulations where I conduct business, as well as Company policy and practices. I also understand that the material in the Agent Compliance Guidelines does not supersede or replace state or federal laws, regulations or Company policy and practice, and there may be additional laws, regulations, practices and procedures that I am required to follow.

Signature of agent: \_\_\_\_\_ Date of signature: \_\_\_\_\_

Printed name of agent: \_\_\_\_\_ Agent number: \_\_\_\_\_

**WASHINGTON NATIONAL INSURANCE COMPANY  
ARBITRATION AGREEMENT**

**12. RIGHT TO COUNSEL; KNOWING AND VOLUNTARY AGREEMENT**

- 12.1. The Representative has the opportunity to consult with and should consult with an attorney of the Representative's choosing to understand the Representative's legal rights prior to signing this Agreement.
  
- 12.2. The parties have carefully read this agreement, understand its terms, and have entered into this agreement voluntarily and not in reliance on any promises or representations by any other party beyond those contained in this agreement.

**AGREED TO AND ACCEPTED BY:**

"Representative"

Washington National Insurance Company ("Company")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date