

# **RBC**

## **Annuity Agent Contracting Kit**

**Pre-Appointment States:**

- See attached chart

**Please complete the following:**

- Hierarchy Transmittal
- Producer Agreement
- Appointment Certification for Override Compensation
- Producer Appointment Application
- Consent & Authorization
- Direct Deposit
- Assignment of Commissions (If needed)

**Q:** Is E & O coverage required?

**A:** Yes

**Q:** Is dual contracting allowed:

**A:** No

**Return with copies of state licenses to:**

**111 West Port Plaza, Suite # 1010**

**St Louis, MO 63146**

**FAX: 800-665-6681**



RBC Insurance®

APPOINTMENT/COMPENSATION  
HIERARCHY LEVELS TRANSMITTAL

Liberty Life Insurance Company PO Box 1389 Greenville, SC 29602-1389

Phone: 1-800-234-5514 Fax: 1-864-609-3118

Agent Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
Agent Number (if applicable): \_\_\_\_\_ Submit Date: \_\_\_\_\_

Select one of the following:

1)  NEW Agent

Verify that the agent/agency you are submitting this with is not currently contracted with RBC Insurance. If the agent/agency is currently contracted, go to #2.

2)  TRANSFER / HIERARCHY CHANGE OR  COMMISSION LEVEL CHANGE

Please see the Transfer and Commission Level Change Guidelines on reverse side. E-mail [producer@rbc.com](mailto:producer@rbc.com) to verify that the agent/agency is eligible for a transfer. Once transfer eligibility is obtained, complete the Hierarchy Table below and submit to RBC. Please note: An updated Override Commission Requirements and Certification form is required when there is a change in the agent's compensation or hierarchy structure. The Effective Date of the Transfer or Level Change will be determined by RBC Insurance. Business submitted prior to RBC's effective date will be paid to the agent/agency's old hierarchy.

Complete the hierarchy table:

Compensation Level	Annuity
NMO	
RMO	
EMO	
GA	
EGA	
IGA	
SGA	
License Only *Need assignment of commission form	

\*\*"License only" is the term used for an agent that assigns 100% of their commission to their Agency or their direct up line. An Assignment of Commission form, form # S7120, is required for an agent that is License Only.

## TRANSFER AND LEVEL CHANGE GUIDELINES FOR EXISTING AGENTS and AGENCIES

RBC considers an agent or agency to be contractually committed to the Independent Marketing Organization with whom they are initially contracted. However, Agents or Agencies, with or without down line agents, are allowed to transfer to another IMO's hierarchy if the following guidelines are met:

1. A transfer or commission level change request for an agent or agency must be submitted via fax, using form# S7121, to RBC Producer Administration at 864-609-3118. RBC will process the request and communicate the effective date. Business written prior to the new effective date will be processed under the old hierarchy or commission level.
2. If an existing agent/agency is requesting a transfer from one IMO to another, the IMO requesting the transfer should determine if the agent/agency is eligible to transfer under the current contract with the existing IMO. If there is ever any question about an agent/agency being contracted with RBC, please contact [Producer@RBC.com](mailto:Producer@RBC.com) to verify the agent/agencies status.
3. IMO's requesting an Agent/Agency to sell Annuities at the EMO or RMO level must receive pre-approval from the RBC Insurance Sales Desk before submitting a transfer or level change request to RBC Producer Administration. You should contact the Sales Desk at 888-262-8131 for approval.
4. Agents or Agencies may transfer to a new IMO without a Letter of Release if the following guidelines are met:
  - a. The agent hasn't submitted any business under the old IMO within the last 6 months and
  - b. The agent has been contracted with that IMO for longer than 6 months.
5. An Agent/Agency that has submitted business or been contracted within the last 6 months may be eligible to transfer to a new hierarchy provided the agent/agency obtains a Letter of Release from their existing IMO. Once the Letter of Release has been obtained follow the guidelines outlined above.

### Important Note:

An agent, or agency, who submits business without receiving confirmation from RBC of the new effective date of the transfer or commission level change, will be paid according to the old hierarchy and commission level in place at the time the policy was written.

Additionally the new business submitted prior to RBC approving and processing the change request will require the agent/agency to obtain a Letter of Release from their old IMO to transfer. Should the agent be successful in obtaining the Letter of Release the effective date of the transfer or commission level change will be set by RBC as outlined in #1 above.

No backdating of transfer requests or commission level changes will be made.

- |  |   |
|--|---|
| <input type="checkbox"/> Annuities           | <input type="checkbox"/> IUL            |
| <input type="checkbox"/> LevelTERM           | <input type="checkbox"/> ExpressTERM I  |
| <input type="checkbox"/> Mortgage Protection | <input type="checkbox"/> ExpressTERM II |

Next

# Producer Contracting Package

## For Appointment with Liberty Life Insurance Company

Thank you for your interest in becoming contracted and appointed with Liberty Life Insurance Company! To ensure that we are able to process your Contracting Package as quickly as possible, please follow these simple steps.

1. Answer the following:

a: Is the producer "licensed-only" and assigning 100% of their commissions?

- Yes  
 No

2. Please read all of the documents in the package carefully, as well as the Guide for Doing Business with RBC Insurance.

3. Complete each of the forms within the package and fax to RBC Producer Administration at: 864-609-3118.

### Contracting Checklist:

- Producer Application for Appointment signed and dated by the agent.  
*All questions must be answered. If any are answered "yes," please provide a statement of explanation.*
- Consent and Authorization Form signed and dated by the agent.
- Producer/Marketing Organization Agreement signed and dated by the agent.
- Override Commission Requirements and Certification Form signed and dated by the Agent. For an agency, form must be signed and dated by the Principal of the agency.
- Authorization for Automatic Pay Deposit form signed and dated by the agent.  
Voided check must be attached. We will not accept deposit slips.
- Review the Producer Solicitation Chart to find out when you may begin soliciting RBC Insurance products.

Please Note: Any missing or incomplete documents may extend the contracting process.

RBC Insurance® is the brand name for Liberty Life Insurance Company, a part of the global insurance operations of Royal Bank of Canada.

RBC Insurance®





PRODUCER APPLICATION FOR APPOINTMENT

Liberty Life Insurance Company PO Box 1389 Greenville, SC 29602-1389 Phone: 1-800-234-5514 Fax: 1-864-609-3118

To be contracted as: [ ] Individual [ ] Corporation / Agency / Partnership [ ] Both
Application Submitted w/Appointment Form? [ ] Yes [ ] No App Sign State: App Sign Date:
Commissions paid to: [ ] Individual [ ] Agency

PERSONAL INFORMATION

Agent Name:
Date of Birth: SSN: E-mail:
Home Address: City: State: Zip:
Mailing Address: City: State: Zip:
Home Phone: Business Phone: Fax:
Mother's Maiden Name

AGENCY INFORMATION (Complete this section if requesting Agency Appointment)

Agency Name: Federal Tax ID #:
Address: City: State: Zip:
Business Phone: Fax:
Licensing Contact E-mail:
Qualified Officer for Agency:

LICENSING AND APPOINTMENT INFORMATION

[ ] Resident State Appointment: License Number:
[ ] Non-Resident State Appointment(s):
Check this box if you are requesting non-resident appointment(s). List the states you are requesting appointments and attach a separate sheet listing all states if necessary.

ADDITIONAL INFORMATION

Table with 3 columns: Question, YES, NO. Contains 3 rows of questions regarding criminal convictions and waivers.

		YES	NO
2.	<p>Have you or any business in which you are or were an agent, owner, partner, officer or director, ever been involved in or fined as a result of an administrative proceeding regarding any professional or occupational license, including but not limited to insurance and securities license?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement identifying the type of license and explaining the circumstances of each incident,  b) A certified copy of the Notice of Hearing or other document that states the charges and allegations, and  c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.</p>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<p>Even if disputed by you, do you have an outstanding negative balance with an insurance carrier or agency, or has any demand ever been made or judgement rendered against you for overdue monies by an insurer, insured or producer and have you been subject to a bankruptcy proceeding in the past seven years?</p> <p>If you answer yes, submit a statement summarizing the details of the indebtedness and arrangements for repayment, type and location of bankruptcy along with a copy of bankruptcy discharge papers.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<p>Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement?</p> <p>If you answer yes, identify the jurisdiction(s): _____</p>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<p>Are you currently a party to, or have you ever been found liable in, any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement summarizing the details of each incident,  b) A certified copy of the Petition, Complaint or other document that commenced the lawsuit or arbitration, and  c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.</p>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<p>Have you or any business in which you are or were an owner, partner, officer or director ever had an insurance agency contract or any other business relationship with an insurance company terminated?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement summarizing the details of each incident and explaining why you feel this incident should not prevent you from receiving an appointment with Liberty Life Insurance Company, and  b) Certified copies of all relevant documents.</p>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<p>Have you completed Anti-Money Laundering (AML) training through LIMRA?</p> <p>If so, please enter the date of completion: _____</p> <p>(If you have not completed AML training through LIMRA, please refer to the "<a href="#">Terms, Conditions and Guide for Doing Business with RBC Insurance in the U.S.</a>" for a description of AML requirements including alternative training methods.)</p>	<input type="checkbox"/>	<input type="checkbox"/>

I hereby certify that I have reviewed this Application for Appointment and that the information is true, correct and complete. **If any information given to obtain or maintain an appointment is found to be incorrect or incomplete, it will be grounds for rejecting the application or for termination of my appointment.** I have reviewed the "[Terms, Conditions and Guide for Doing Business with RBC Insurance in the U.S.](#)" including the Contracting and Appointment standards and believe I meet the standards required by the Company. Liberty Life Insurance Company retains sole authority to terminate any appointments subject to applicable laws and regulations.

X \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ SSN: \_\_\_\_\_



**CONSENT & AUTHORIZATION**

Liberty Life Insurance Company PO Box 1389 Greenville, SC 29602-1389

Phone: 1-800-234-5514 Fax: 1-864-609-3118

You have applied to Liberty Life Insurance Company (RBC Insurance®) for appointment to sell insurance as a representative or are currently under contract to sell insurance as a representative for RBC Insurance. In connection with your appointment application, RBC Insurance will obtain one or more consumer reports and/or investigative reports from a consumer-reporting agency for the purpose of evaluating your qualifications for being appointed as an insurance producer with RBC Insurance. Such report may contain information bearing on your credit worthiness, character, general reputation, and personal characteristics obtained from public records sources, references supplied by you, and interviews with your neighbors, friends, acquaintances and previous employers. RBC Insurance may also access school, financial institution, National Insurance Producer Registry, law enforcement and other government agency records pertaining to you. You have the right to receive, upon written request, additional disclosures regarding the nature and scope of the investigation and a summary of your rights under the Fair Credit Reporting Act.

I understand that a consumer and/or investigative report will be obtained as described above, and authorize the release of such information to RBC Insurance without restriction or qualification. Facsimile and photocopies of this authorization may be accepted with the same authority as the original, and I specifically waive any notice from any present or former employer who may provide information based on this authorization. I further authorize RBC Insurance to use my social security number in its files pertaining to me for Income Tax and identification purposes.

These authorizations shall be valid until revoked in writing by the Applicant, or until the Applicant's appointment with RBC Insurance is terminated, or 12 months after the Applicant ceases to receive any commission earnings from or through RBC Insurance, whichever occurs first.

X \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ SSN: \_\_\_\_\_



PRODUCER/MARKETING ORGANIZATION AGREEMENT

Liberty Life Insurance Company PO Box 1389 Greenville, SC 29602-1389 Phone: 1-800-234-5514 Fax: 1-864-609-3118

Name: _____	Check One:
Address: _____	<input type="checkbox"/> Producer/Agent
	<input type="checkbox"/> Marketing Organization

This agreement is between LIBERTY LIFE INSURANCE COMPANY, a South Carolina corporation (the "Company") and the above named producer or marketing organization ("You"). The parties agree as follows:

Authority. (a) The Company authorizes You to perform the following acts, provided they are performed in accordance with the Company's rules and procedures and applicable law:

- (1) solicit and submit applications for the insurance products set forth in the Commission Schedules to this agreement (the "Products"), provided You are licensed and appointed by the Company, personally or through licensed and appointed agents as appropriate, to solicit the Products;
- (2) collect initial premium payments for Products solicited by You through checks (or other payment methods as prescribed by the Company) made payable to the Company;
- (3) promptly deliver contracts for Products ("Contracts") when all requirements for delivery as prescribed by the Company have been met;
- (4) service Contract owners; and
- (5) recruit and recommend licensed agents for appointment with the Company.

(b) You may exercise this authority only in jurisdictions in which the Company is licensed to transact business, the Products are available, and You are licensed and appointed with the Company. The Company may appoint other agents in this same territory. In all respects, Your relationship with the Company in Your performance of acts under this agreement is that of an independent contractor and not an employee. You have no power or authority to represent the Company other than as expressly granted by the Company in this agreement. You have no authority to and shall not attempt to:

- (1) alter, modify, waive or change any of the terms, rates, or conditions of the Company's policies, contracts, or forms or extend the time for paying any premiums to the Company or bind the Company by making any promises about any policy benefits;
- (2) receive any money due or to become due to the Company, except in exchange for a printed receipt as authorized by the Company;
- (3) pay, offer, or permit any rebate of premium as an inducement to any person to purchase any Company product.

Duties. You shall fully comply with all applicable local, state, and federal laws, rules, and regulations governing its activities under this agreement. When acting on behalf of the Company, You shall adhere to the terms, policies, and procedures set forth in the Company's publication, "Terms and Conditions for Doing Business with RBC Insurance in the U.S.", which is hereby incorporated in this agreement and may be amended by the Company at any time. The Company shall notify You of any such amendment. You shall not advertise, create, use, or publish the Company's name, logos, trademarks, rates, products, or services without the Company's prior written consent. Your use of the Company's service marks, trademarks, and trade names does not confer a license or ownership rights to You.

Compensation. (a) The Company shall pay You compensation in accordance with the Commission Schedules. The Company may revise the Commission Schedules at any time upon written notice to You. Any change to the Commission Schedules does not apply to Contracts effective before the effective date of the change. The commissions payable under this agreement are compensation in full for all services performed and all expenses incurred by You. The Company may charge back commissions received by You in accordance with the Commission Schedules. You shall repay to the Company unpaid chargebacks attributable to You and your agents (on business those agents write under this agreement). In addition to any other available remedies, the Company may apply any compensation payable to You against any debt owed by You to the Company. The Company may charge interest up to the legal rate on any debt owed by You to the Company. All payments toward a debt owed to the Company will be applied first to interest and then to principal. You shall pay all costs and expenses incurred by the Company in recovering any amount owed by You, including attorney's fees and court costs, if any. The amount of these costs and expenses are to be added to the principal balance of Your

debt to the Company. The terms of this subsection are to survive termination of this agreement.

(b) No assignment of commissions or other compensation under this agreement is valid unless it is made in accordance with applicable state insurance laws and regulations and unless the Company authorizes and acknowledges it in writing. The Company assumes no responsibility for the validity or sufficiency of any assignment made by You.

**Indemnification.** (a) "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses. "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification under this section, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements. "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a Litigation Expense. "Third Party Claim" means a claim, action, suit, or proceeding brought by a third party against the Company.

(b) You shall indemnify the Company against all Indemnifiable Losses arising out of or relating to the actual or alleged:

- (1) inaccuracy of any of Your representations in this agreement;
- (2) breach by You of any warranty or covenant in this agreement;
- (3) violation of any applicable insurance law or regulation by You and/or Your employees; and
- (4) any negligent, reckless or intentional act or omission of You and/or Your employees and independent contractors hired by you to perform under this agreement.

(c) The Company shall promptly notify You in writing of any claim, event or fact that may give rise to a claim by the Company against You based on this agreement, stating the nature and basis of the claim, event or fact and the amount, to the extent known, provided that the failure to notify You will not relieve You from any liability under this section, except to the extent that You are damaged as a result of the failure to give that notice. The Company has the sole right to control the defense of the Third Party Claim. After sending You notice of a Third Party Claim, the Company may contest the Third Party Claim as it determines or make a reasonable payment, settlement, or compromise of the Third Party Claim. The Company shall use commercially reasonable efforts to mitigate any damages and expense associated with the Third Party Claim. You shall pay for the reasonable Litigation Expenses incurred by the Company in defense of a Third Party Claim. Reasonableness for purposes of Litigation Expenses and payments, settlements, or compromises is to be determined by all of the circumstances surrounding the claim, including without limitation the nature of the claim, the amount of the claim, and the jurisdictions involved. This indemnification is in addition to any liability You may otherwise have. The terms of this section are to survive termination of this agreement.

**Damages; Remedies.** Except for a breach of the confidentiality covenants of this agreement, neither party is liable to the other for any special, indirect, or consequential damages arising out of or related to this agreement. Any remedy provided in this agreement is cumulative and not exclusive of any and all other rights and remedies available at law or in equity. The terms of this section are to survive termination of this agreement.

**The Company's Property.** All materials supplied to You by or on behalf of the Company, in whatever form, including without limitation, manuals, forms, supplies, sales brochures, software, policyholder records, or lists of policy owners or insured persons belong to the Company. You shall not share that property, or any copies or derivatives of that property, or divulge the information contained within it to any third party without the prior written consent of the Company. Upon termination of this agreement, You shall promptly deliver that property to the Company. While You are in possession of that property, You shall not use that property for any purpose except its performance under this agreement. You represent and covenant that you have and shall maintain all necessary licenses for all computer hardware, software, materials, and business processes You use in your performance under this agreement.

**Books and Records.** You shall keep the records related to business produced under this agreement as may be required by the Company and as required under applicable laws and regulations. You shall make all accounts, correspondence, or other records pertaining to Your performance and Your agents' performance under this agreement available for inspection by the Company or its representative during business hours.

**Errors and Omissions Coverage.** You shall maintain, at Your own expense, errors and omissions insurance with deductibles and minimum limits as published from time to time by the Company, covering Your activities under this agreement. You shall deliver to the Company a certificate of insurance evidencing the above insurance coverage upon the Company's request.

**Term; Termination.** (a) This agreement is to continue until terminated as provided in this section. The Company, You, or the marketing organization (if any) that recommended Your appointment with the Company may terminate this agreement upon 30 days written notice to the other party or parties.

(b) This agreement terminates upon Your dissolution or liquidation, Your death (if You are a natural person), or (if You are a partnership) the death of any partner of the partnership. Either party may terminate this agreement upon written notice to the other party if the other party:

- (1) becomes bankrupt or insolvent;
- (2) is disqualified or suspended to do business under any applicable state or federal law where that party's ability to perform its duties under this agreement is materially impaired;
- (3) commits an act of fraud, dishonesty, misrepresentation or conversion of funds relating to this agreement;
- (4) commits a material breach of this agreement; or
- (5) commits a material violation of any federal, state, or local law or regulation applicable to insurance business.

(c) If this agreement is terminated under the paragraph (a) of this section, the Company shall continue to compensate You for Contracts issued as a result of applications submitted prior to the date of termination. If this agreement terminates under the paragraph (b) of this section, commissions will immediately cease and the Company will not be liable to You for further compensation under this agreement.

**No Waiver.** No provision of this agreement may be waived, except in writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person.

**Severability.** If any provision of this agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this agreement remain in full force, if the essential terms and conditions of this agreement for each party remain valid, binding, and enforceable.

**Governing Law.** The laws of the State of South Carolina (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the relationship of the parties.

**Assignment.** You shall not assign Your rights or delegate Your performance under this agreement without the express written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this section is void. If You validly assign Your rights in accordance with this section, a contemporaneous delegation is deemed to have occurred and that assignee is deemed to have assumed Your performance obligations in favor of the Company, except if in either instance there is evidence to the contrary.

**Notices.** The parties shall provide all notices, requests, demands, or other communications under this agreement (each being a "Notice") in writing to the last known address of the party on file with the other party, if different from the address appearing in this agreement. If a Notice is delivered by mail, it is deemed to have been received upon the earlier of receipt or five days after being deposited in the mail.

**Entire Agreement.** This agreement, the attached schedules, and any attached addenda constitute the final agreement between the parties. It is the exclusive expression of the parties' agreement on the matters contained in this agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. The parties may amend this agreement only by a written agreement of the parties, except that the Commission Schedules may be revised as stated in this agreement.

**This agreement is effective on the date signed by the Company.**

X \_\_\_\_\_

Name (*Print*): \_\_\_\_\_ Date: \_\_\_\_\_

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

**LIBERTY LIFE INSURANCE COMPANY**

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



Please answer the following questions.

1. Are you filling out this form on behalf of an agency or as an individual producer?

- Agency
- Individual Producer
- Both

2. Will you be recruiting downline agents?

- No
- Yes

3. **For individual producers:** Will any insurance entity be directly involved in selling, soliciting, or negotiating insurance to your clients? Directly involved means that the agency is seen by the client to be involved in the sale through a sales presentation, business card, sign on a building, sales materials, etc.

- No
- Yes. What is the name of the agency? \_\_\_\_\_

Please read the following two options and check the option that applies to your situation.

OPTION A

**For an individual agent or the principal officer of an agency that will NOT be recruiting downline agents:**

You may not sell, solicit, or negotiate under an agency's name if that agency does not hold a proper license in the state in which you are soliciting. You may not assign your commissions to an agent or agency that does not hold a license in the states referenced above where RBC Insurance requires a license to pay override commissions.

OPTION B

**For all agencies, principals of agencies, and for any individual who will be recruiting downline agents and who will be receiving override commissions:**

- You cannot be directly involved in the sale, solicitation, or negotiation of insurance in a state in which you do not hold an active license.
- In certain states, RBC Insurance will permit payment of commissions to unlicensed individuals or business entities not directly involved in the sale, solicitation or negotiation of the insurance contract. However, there are several states that require a license in order to receive override commissions on business sold in those states, even if the individual or business entity was not directly involved in the sale, solicitation, or negotiation of an insurance contract. RBC Insurance requires a license to pay override commissions in the following states: **Alabama, Florida, Georgia, Kentucky, Mississippi, Montana, New Hampshire, New Jersey, New Mexico, Nevada, Pennsylvania, South Carolina, South Dakota, Virginia, and West Virginia.**

If your status changes in the future you must notify RBC Producer Administration of the change.

I hereby certify that I understand the above requirements and that to the best of my knowledge the information I have provided is accurate.

X \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ SSN: \_\_\_\_\_

## WHAT IS SELLING, SOLICITING AND NEGOTIATING?

The Producer Licensing Model Act (PLMA) and those states adopting the PLMA define these terms as follows:

**Sell** - means to exchange a contract of insurance by any means, for money or its equivalent, on behalf of any insurance company.

An example of this definition:

- To indicate that requested coverage is or will be bound or issued
- To bind coverage
- To complete an application for insurance and submit it to a carrier

**Solicit** - means attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company.

An example of this definition:

- To disseminate information as to rates secured by reference to a published or printed list or computer database of standard rates

**Negotiate** - means the act of conferring directly with or offering advice directly to a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of the contract, provided that the person engaged in that act either sells insurance or obtains insurance from insurers for purchasers.

An example of this definition:

- To explain, discuss, or interpret coverage, analyze exposures or policies, or give opinions or recommendations as to coverage
- To discuss the effect of age, health or other risk-related conditions of the prospective policyholder
- To counsel, urge or advise any prospective purchaser to buy a particular policy or to insure with a particular company



**ASSIGNMENT OF COMMISSION**

Liberty Life Insurance Company PO Box 1389 Greenville, SC 29602-1389

Phone: 1-800-234-5514 Fax: 1-864-609-3118

**Instructions:**

1. Complete the authorization form below.
2. Submit the completed form along with other contracting documents to RBC Producer Administration.

**ASSIGNOR:**

(Assigning Commissions)

\_\_\_\_\_

Agent Name Agent Number (if applicable)

\_\_\_\_\_

Assignor's SSN

**ASSIGNEE:**

(Receiving Commissions)

\_\_\_\_\_

Agency Name Agency Number

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, as the Releasor/Assignor designated above, does hereby release all right, title and interest in and to all commissions and other compensation, if any, which are now or may become due and payable to the undersigned by Liberty Life Insurance Company (RBC Insurance), between the undersigned and the Releasee/Assignee designated above, and further assigns, transfers and sets over to said Releasee/Assignee all right, title and interest in and to all such commissions and other compensation, if any, acquired by the Releasor/Assignor under said Assignment of Commission.

The further assignment made herein is subject to all rights of lien which RBC Insurance may have or be entitled to upon such commissions and other compensation, whether for present or future indebtedness. Any payment of commissions or other compensation by RBC Insurance to the Releasee/Assignee pursuant to this Further Assignment shall fully and completely discharge and release RBC Insurance from any and all rights, claims and causes of action of the Releasor/Assignor for, or related in any way to, said commissions or compensation, and RBC Insurance shall not be bound in any way to see to the application of said commissions or compensation. This Release and Further Assignment of Commission is absolute and irrevocable.

X Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

X Assignor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

RBC Insurance acknowledges receipt of a signed copy of this Assignment, which has been filed at its Administrative Office and consents to said assignment, subject to all rights of lien security and indemnification, which it may have.

RBC Insurance

X \_\_\_\_\_ Date: \_\_\_\_\_

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



**AUTHORIZATION FOR AUTOMATIC PAY DEPOSIT**

Liberty Life Insurance Company PO Box 1389 Greenville, SC 29602-1389

Phone: 1-800-234-5514 Fax: 1-864-609-3118

**Instructions:**

1. Complete the authorization form below.
2. Attach a voided check to this form.
3. Submit the completed form to RBC Producer Administration.

Agent Number (if applicable): \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

**AUTHORIZATION**

I hereby authorize RBC Insurance to:

Start  Stop

Depositing my net earning on all payrolls into my checking and/or savings account (see below).

**ACCOUNT CHANGES**

My net earnings are now being deposited.

Please change my bank, checking and/or saving account number shown below.

**BANK INFORMATION**

Name of Bank: \_\_\_\_\_

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

Bank No. \_\_\_\_\_ Account No. \_\_\_\_\_

Checking  Savings

Attach VOIDED check here.

I understand that all entries initiated are governed by the rules of the Mid-America Payment Exchange and I am bound by those rules. In the event that an entry is incorrectly initiated to my account, I also authorize Liberty Life Insurance Company to initiate a reversing entry. This authorization may be discontinued by my written request or upon termination.

X \_\_\_\_\_ Date: \_\_\_\_\_



**PRODUCER SOLICITATION CHART**

Liberty Life Insurance Company

State	Immediate	Restricted	Comments
AK	X		
AL		X	<b>"Restricted"</b> means that a producer may not solicit the Company's products prior to receiving permission from the Company.
AR	X		
AZ	X		
CA		X	<b>Restricted for Annuities Only:</b> agent selling annuities must be compliant with the state-mandated annuity training before writing and submitting annuity business.
	X		For life sales only.
CO	X		
CT	X		
DC	X		
DE	X		
FL	X		
GA	X		
HI	X		
IA		X	<b>Restricted for Index Annuities Only:</b> producers in Iowa are considered <b>"restricted" for indexed annuity and indexed life sales</b> until the company receives proof that the state-mandated CE requirement has been satisfied.
	X		For fixed annuity and life sales only.
ID	X		
IL	X		
IN	X		
KS	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant. If not appointed prior to solicitation, an appointed agent must submit an authorization letter with the application.
KY	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant. Producer must suspend solicitations if DOI hasn't given approval within 15 days of the date the first RBC Insurance application was signed by an applicant.
LA	X		
MA	X		
MD	X		
ME	X		
MI	X		
MN	X		
MO	X		
MS	X		
MT		X	<b>"Restricted"</b> means that a producer may not solicit the Company's products prior to receiving permission from the Company.
NC	X		
ND	X		
NE	X		
NJ	X		
NM	X		

State	Immediate	Restricted	Comments
NV	X		
OH	X		
OK		X	<b>Restricted for Annuities Only:</b> an agent licensed after 7/14/2010 and contracted to sell annuity products must be compliant with the state-mandated annuity suitability training before writing and submitting annuity business. All agents licensed prior to 7/15/2010 must meet the state mandated training requirement prior to 7/15/2011.
	X		For life sales only.
OR	X		
PA	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant.
RI	X		
SC	X		
SD	X		
TN	X		
TX		X	<b>Restricted for Annuities Only:</b> an agent licensed on or after 4/1/2010 and contracted to sell annuity products must be compliant with the state-mandated annuity suitability training before selling, soliciting or negotiating a contract for an annuity or representing an insurer in relation to an annuity. All agents licensed prior to 4/1/2010 must complete the state mandated training requirement prior to their next license renewal date. For further details refer to the state Web site.
	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant.
UT	X		
VA	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant.
VT	X		
WA	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the the date the application was signed by the applicant.
WI		X	<b>Restricted for Annuities Only:</b> an agent licensed on or after 5/1/2011 and contracted to sell annuity products must be compliant with the state-mandated annuity suitability training prior to soliciting annuity business. Agents licensed prior to 5/1/2011 must complete the state mandated training requirement prior to 11/1/2011.
	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant.
WV	X		
WY	X		

**"Immediate"** means that a producer may solicit the Company's products prior to being appointed. If the producer is not appointed prior to solicitation, the producer must submit the appointment paperwork to the Company at the same time the initial life insurance or annuity application is submitted. (Note: Producers in Iowa are considered "restricted" for indexed annuity and indexed life sales, until the company receives proof that the state-mandated CE requirement has been satisfied.) It is critical that producers meet the Company's Contracting and Appointing Standards as referenced on page 2 prior to submitting business with the Company. Requests for appointments in "Immediate" states prior to the submission of an application will be acknowledged with a welcome letter from our Producer Administration department and an agent number will be assigned. RBC Insurance does not finalize appointment with the state until the producer's first application is received. Appointment with RBC is dependent upon a successful background check. **"Restricted"** means that a producer may not solicit the Company's products prior to receiving permission from the Company. All states are considered "Restricted" for RBC ExpressTERM Call Center Producers. These producers cannot solicit this line of business until they receive confirmation of authority from the Company. Requests for appointments in "Restricted" states (Alabama and Montana resident and non-resident) are required prior to the submission of an application. Please let us know on the contracting paperwork if the producer is licensed and plans to sell RBC Insurance products in these states and we will initiate the appointments for these states immediately. A producer must receive confirmation from our Producer Administration department before taking an application for RBC Insurance products in these states. RBC ExpressTERM Producers licensed in states other than Alabama and Montana will be appointed in at least one state prior to submitting business with the Company. For other states where they may be licensed, they will have "just in time" appointment status. **\*"Conditionally Immediate"** means that the producer may solicit the Company's products prior to being appointed. If the producer is not appointed prior to solicitation, he/she must submit the appointment paperwork to the Company at the same time the initial life insurance or annuity application is submitted. Strict regulatory time frames dictate that any initial application must be forwarded to the Company within 5 days of date the application was signed by the applicant. It is critical that producers meet the Company's Contracting and Appointing Standards as referenced on page 2 prior to submitting business with the Company. If the producer does not forward the application to the home office within 5 days of the date the application was signed by the applicant, the producer runs the risk that the Company will not be able to pay commissions when the policy/contract is issued if regulatory time frames are violated.

**"Solicit" or "solicitation"** means presenting a Company covered life insurance or annuity product to a prospective buyer, with or without a specific quote.