

### Section 1 - Personal Information (REQUIRED):

Name: \_\_\_\_\_  
First Middle Last

Date of Birth: MM / DD / YYYY Social Security Number: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Physical Street Address Required, PO Box Unacceptable City State Zip Code County

Mailing Address (if different from above): \_\_\_\_\_  
Street Address City State Zip Code County

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

Email Address (Optional): \_\_\_\_\_

### Section 2 - Agency Information - If you are the principal officer of a corporation and commissions are being assigned to the agency, please complete the following:

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

Agency FEIN: \_\_\_\_\_

### Section 3 - Errors & Omissions Information (REQUIRED):

Carrier Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### Section 4 - Agent's Statements (REQUIRED):

If your answer is "YES" to any of the following, please provide details on a separate sheet of paper and attach

- Have you ever been convicted or pled nolo contendere for any offense other than minor traffic violations? \_\_\_\_\_
- Have you ever filed for bankruptcy, been a party in an insolvency proceeding or been a party to a tax lien? \_\_\_\_\_
- Has your insurance license ever been fined, suspended, placed on probation, or is currently under investigation? \_\_\_\_\_
- Are you now, or have you ever been, in debt to any insurance carrier? \_\_\_\_\_

### Section 5 - Fair Credit Reporting Act Notice:

You are hereby notified that a background investigation and license verification will be completed on You prior to Your appointment with Us. You authorize a release of written and verbal information about Yourself that may contain facts about Your background, general reputation and license to solicit insurance. You have the right to make a written request for information on the Reporting Agency as well as the nature and scope of the investigation. Furthermore, You have the right to (a) be told if the information in the investigative report negatively impacts Your application; (b) contact the Reporting Agency for full disclosure of the information contained in the investigative report; (c) dispute inaccurate information with the Reporting Agency. You can request a copy of the FCRA by contacting the Federal Trade Commission, Bureau of Consumer Protection - FCRA, Washington, DC 20580

### Section 6 - Agent's Certification (REQUIRED):

I certify that all of the information provided above is true and accurate.

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

### Section 7 - Sponsoring General Agent's Information (REQUIRED):

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

Name: GARY L VICTORSON, Ph.D.


Agency Name (if applicable): VICTORSON ASSOCIATES, INC.

Continue to Page 2: Both pages must be completed and returned for appointment



**Corporate Code of Business Conduct Acknowledgement**

By Signing below, I acknowledge that I have received The Lifetime Companies (the "Corporation") Code of Business Conduct. I have read the Code and understand its purpose. I understand that the Code applies to me and I agree to abide by all of its provisions. I understand that I have a duty to report any violations of the Code and that if I fail to report a violation of any provision of the Code that I may face termination of my contract to represent the Corporation. If the Agent/Producer is a corporation, use of the words "me" or "my" or "you" or "your" shall mean not only the individual signing, but also the corporation. If the Agent/Producer is a corporation, the undersigned warrants and acknowledges that he/she has the necessary authority to execute this Acknowledgement.

Print Name of Agent/Producer/Principal	Print Name of Agency if Signing as Principal of Agency
 Signature	Date

Agreement. Any action brought under this Business Associate Agreement will be brought in a court of competent jurisdiction venued in the above referenced State.

**MedAmerica Insurance Company**  
**MedAmerica Insurance Company of Florida**  
**MedAmerica Insurance Company of New York**

Printed Name: William E. Jones, Jr.

Signature:

*William E. Jones, Jr.*

Title:

Vice President, MedAmerica Sales

Street Address:

165 Court St.

City, State, Zip

Rochester, NY 14647

Date:

December 16, 2008

**Business Associate**

Printed Name:

Signature:

X

Title/Company:

Street Address:

City, State, Zip

Date:

withholding of funds due to the Company; (iv) non-compliance with any federal, state or local laws, rules or regulation to which the Producer is subject; (v) commission by the Producer of an act involving dishonesty, fraud, theft, embezzlement, disloyalty or other act of moral turpitude as determined by the Company in its sole discretion; (vi) submission of information that the Producer knew or should have known was false to the Company; (vii) breach of a material term or condition of this Agreement.

**VII) GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of New York.

**VIII) MISCELLANEOUS:**

We reserve the right, with or without cause, to refuse to appoint or to terminate the appointment of the Producer. The Company is solely responsible for underwriting Applications, administering Product(s) and settling policyholders' claims. In the event that any provision of this Agreement should be held to be void, voidable, unlawful or, for any reason unenforceable, the remaining portions hereto shall remain in full force and effect.

**IX) REPRESENTATION:**

The signature below certifies and represents to the Company that the Producer: (i) Acknowledges that it has received or has had the opportunity to receive independent legal advice from counsel of its choice with respect to this Agreement; (ii) Agrees to the terms of this Agreement and the Schedule(s) hereto; and (iii) Is properly licensed to solicit Long-Term Care Insurance. This Agreement may be executed via facsimile and such signatures shall be considered originals for all purposes.

**Agreed To By:**

\_\_\_\_\_  
*Producer's Signature*

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

\_\_\_\_\_  
*Producer's Name (Please Print)*

**MedAmerica Insurance Company  
MedAmerica Insurance Company of New York  
MedAmerica Insurance Company of Florida**

\_\_\_\_\_  
*William E. Jones, Vice President, Sales*

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



An Excellus Company

**MedAmerica Insurance Company**  
Home Office: Pittsburgh, PA

**MedAmerica Insurance Company of New York**  
Home Office: Rochester, NY

**MedAmerica Insurance Company of Florida**  
Home Office: Winter Park, FL

## ***Licensed Only Producer Agreement***

This Licensed Only Producer Agreement is between MedAmerica Insurance Company, MedAmerica Insurance Company of New York, and MedAmerica Insurance Company of Florida (hereinafter referred to as "Company") and:

\_\_\_\_\_  
*Name (First, MI, Last)*

(Hereinafter referred to as "Producer"). All provisions of this Agreement shall be in effect when (a) signed by the Producer; and (b) signed and accepted by the Company. This Agreement will remain in effect until terminated.

### **D) RELATIONSHIPS & AUTHORITY:**

- A) **RELATIONSHIP:** The Producer is an independent contractor with respect to the Company. The relationship between the Company and the Producer is not employer/employee, partners or joint ventures. The Company may from time to time prescribe such rules and regulations with respect to the conduct of the business covered by this Agreement as do not interfere with the Producer's freedom of judgment and action hereunder. The Producer will observe such rules and regulations and any manuals, published guidelines and/or specific instructions from the Company. The Producer will not violate any laws, rules or regulations of any federal, state or local government, department or bureau having jurisdiction, nor induce or try to induce any other Producer to violate such laws, rules or regulations. The Producer agrees to comply with the Company's requests for information on investigations for issuance of policies, resolutions of complaints and adjudication of claims; this obligation shall survive the termination of this Agreement.
- B) **SOLICITATION & APPOINTMENT:** The Company authorizes the Producer to solicit the Company's Products in those states where: (i) The Company has approved Products; (ii) The Producer is in compliance with any and all regulatory licensing requirements at the time of solicitation, if any, and; (iii) The Producer has been appointed by the Company, if required, in accordance with all applicable laws. Applications submitted by a Producer to the Company that are dated prior to the Producer's appointment date will be returned.
- C) **HIERARCHY:** The Producer acknowledges and accepts their place in the hierarchy of the Sponsoring General Agent (as identified in Section II below) named in the Producer Profile and agrees to accept the guidance, supervision and management of said Sponsoring General Agent. Producers requesting transfer from their current Sponsoring Agent (SGA) to another SGA may request transfer by submitting a new contract from the new SGA to Company. Company will forward such request to the Producer's current SGA. If written notice canceling the request to transfer is not received by Company from the Producer within two weeks, the Producer's request will be completed and the Producer will be transferred to the new SGA.
- D) **LIMITATIONS:** The Producer shall not have the authority to: (i) Adjust, compromise, settle or pay any claim made on Policies; (ii) Bind coverage under, or alter or discharge any policy; (iii) Make representations not strictly in accordance with the provisions of the policies; (iv) Extend the time of payment of premium; (v) Waive or extend any policy obligation or condition; (vi) Make any settlement or agreement regarding the settlement of any claim that may be made against the Company; (vii) Receive any premium except the initial premium due on any policy issued under this Agreement; or accept any initial premium other than by check or money order payable to the Company. The Producer shall hold all initial premium payments and all other funds belonging to the Company in trust on behalf of the Company, and remit the premium to the Company within fourteen (14) business days after receipt thereof; (viii) Endorse checks payable to the Company or incur any expense or obligation in the name of or on behalf of the Company; (ix) Solicit if the Producer's license(s) or appointment(s) expires or terminates for any reason; and (x) Directly or indirectly, induce or try to induce any policyholder of the Company's to discontinue the payment of any premium or lapse or surrender any policies of the Company, except in cases of policy increases.

**II) ASSIGNMENT OF COMPENSATION:**

The Producer agrees that by signing this agreement, I agree that delivery of commissions earned to the below named Sponsoring General Agent shall satisfy any obligations of MedAmerica's to pay such commissions to the Sponsoring General Agent, and that I will not look to MedAmerica for such commissions.

Sponsoring General Agent's Name: \_\_\_\_\_

Agency Name (if applicable): \_\_\_\_\_

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

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

**III) INDEMNITY:**

The Producer shall indemnify, defend and hold the Company harmless from all claims, suits, hearings, actions, damages of any kind, liability, fines, penalties, losses, costs or expenses (including court costs and attorneys fees), caused by or resulting from any allegation of or misconduct, error, omission or other unauthorized act by the Producer; and for the Company's efforts to enforce this indemnification obligation. The Producer has no authority to institute legal proceedings on the Company's behalf of or in connection with any business of the Company. The Producer will send to the Company by certified mail (return receipt requested), within twenty-four (24) hours of receipt, any legal documents served upon the Producer that concern the Company, its Product(s), business or consumers. The Producer shall pay all costs and expenses (including amounts paid in settlement and attorney's fees and disbursements) related to the defenses of any legal action arising from any acts or omissions of the Producer. At the Company's option, the Company may control the defense of any such legal action.

**IV) INSURANCE:**

The Producer agrees at their cost to be covered by an errors and omissions policy with a minimum coverage of five hundred thousand dollars (\$500,000) per occurrence. The Producer further agrees to provide evidence of such coverage.

**V) COMPLIANCE:**

- A) The Producer shall not make, publish, issue or insert or cause to have published, issued or inserted any advertisement, letter, circular, pamphlet or other publication or statement, written or through the electronic media describing the Company, its Product(s) or mentioning the Company's name without the express prior written consent by the Company and the State Regulators (where required).
- B) In addition to the Indemnity of Section IV, in the event that the Company shall be subject to liability loss, expense, fine or penalty arising out of any unauthorized advertisement, the Producer shall be liable to the Company for all direct, consequential, or other damages of any kind and costs and expenses incurred by or awarded against the Company or for other payments, required to made by the Company as a result of settlement or otherwise.
- C) Any and all authorized advertisements, circulars and other printed materials and media are the Company's property and shall be returned to the Company promptly upon termination of this Agreement.

**VI) TERM & TERMINATION:**

This Agreement will remain in effect until terminated. Termination of this Agreement by any party with or without cause shall cause the Producer to cease representing the Company.

- A) **TERMINATION WITHOUT CAUSE:** This Agreement may be terminated without cause by either party with thirty (30) days written notice by registered or certified mail. Such termination shall be effective thirty (days) from the date of mailing.
- B) **TERMINATION WITH CAUSE:** This Agreement will automatically terminate for cause for reasons including, but not limited to: (i) expiration, suspension or revocation of any of the Producer's required licenses; (ii) conduct by the Producer that exposes the Company to legal claims of any kind or results in fines or penalties to the Company; (iii)