

Please complete all documents, including the Vendor Set Up form.

Fax contracting, license, and VOID check to: 1-888-837-5083.



Gerber Life Insurance Company

Agent Checklist for Just in Time Appointments

For New Agent Appointments:

- ☐ Producer Information Questionnaire (PIQ)
 - If 'yes' response under Background Experience, provide written explanation and supporting documents
 - For email address, provide agent's business email
- ☐ FCRA Form

If agent will be receiving commission payment directly from Gerber Life, these documents are also needed:

- ☐ Agent Agreement Contract
 - Print, sign and send to Gerber Life
- ☐ Vendor Form
- ☐ W-9
- ☐ ACH Form - Required if prefer direct deposit of payment
- ☐ Compliance Statement of Understanding (p.15) from the Agent Compliance Manual

Please Note: If a currently appointed agent is requesting appointment in a new state, a new PIQ and FCRA form are required.

Please follow your Marketing Office procedures for submitting documents to Gerber Life.

**Gerber Life Insurance Company**

1311 Mamaroneck Avenue, Suite 350, White Plains, NY 10605
www.gerberlife.com

Gerber Life Insurance Company ("Gerber Life") Producer Information Questionnaire

(Please print clearly and complete all questions, where applicable)

Insurance Producer Name _____

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

Social Security Number _____ Home Phone: _____

Home Address _____
(Must be a street address)

Business Entity Name _____ Tax ID# _____

Business Address _____
(Must be a street address)

Business Phone _____ Business Fax: _____

Indicate with an x, which address is to be used for mailing purposes: ☐ Home Address ☐ Business Address

Email Address _____

(NOTE: By providing your e-mail address and/or fax number and/or engaging in electronic communications, you are consenting to engaging in electronic communications with Gerber Life, unless such consent is expressly revoked).

License information:

Enclose a clear and current license for each state where you seek to be appointed by Gerber Life

Florida non-resident producers, list each county where you propose to sell insurance _____
(Attach a separate sheet, if necessary)

Errors and Omissions Insurance Information:

E&O coverage is with _____ (Carrier Name), with Limits of \$ _____
and a \$ _____ Deductible. I will promptly notify Gerber Life of any cancellation or modification of coverage

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

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

- 1) Have you ever been fined, suspended, placed on probation or had a license revoked, paid administrative penalties, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, FINRA, the SEC or any other regulatory authority? ☐ Yes ☐ No
- 2) Have you ever been convicted or plead guilty or nolo contendere (no contest) in connection with any offense, served any probation, paid any fines or court costs, for any offense other than a minor traffic violation? ☐ Yes ☐ No
- 3) Have you ever been short in account with any insurance company or employer? ☐ Yes ☐ No
- 4) Have you ever had an application for bond declined? ☐ Yes ☐ No
- 5) Have you ever filed for bankruptcy? ☐ Yes ☐ No

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

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

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

PUBLIC LAW 91-508 requires that we advise you that a routine inquiry may be made of your friends, neighbors and business associates during our initial or subsequent processing which will provide applicable information concerning character, general reputation, personal characteristics and mode of living Upon written request, additional information as to the nature and scope of the inquiry, if one is made, will be provided.

CERTIFICATION: I represent and warrant the answers to the above questions and requests for information are true. I agree to comply with all policies and procedures of Gerber Life and any applicable laws and regulations. I understand that I have a continuing obligation to disclose to Gerber Life any changes with respect to the responses provided in this Questionnaire including, but not limited to, my Background Experience

X

Print Name _____ Signature _____ Date _____

**FAIR CREDIT REPORTING ACT DISCLOSURE TO CONSUMERS
AND BACKGROUND INVESTIGATION CONSENT FORM**

Gerber Life Insurance Company ("Gerber Life") and/or its agent may obtain Consumer Reports and/or other background information as part of an evaluation of your eligibility for appointment as an insurance producer.

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

By signing below, I acknowledge that the Producer Information Questionnaire has been provided to me and will provide Gerber Life and/or its agents with additional information that may be used in connection with my background investigation.

CANDIDATE'S STATEMENT – READ CAREFULLY

I, _____, hereby authorize Gerber Life and/or its agent to obtain, share, and review, as part of my background investigation, in order to determine my eligibility to be appointed as an insurance producer, my credit report, background information, references, information as to my general reputation, personal characteristics and mode of living, past employment, education, criminal or police records, and government agency records, including information maintained by both public and private organizations and public records.

I release Gerber Life and/or its agent and any person or entity which provides information pursuant to this authorization from any and all liabilities in regards to the information obtained.

AUTHORIZATION

I authorize any consumer reporting agency, government agency, law enforcement agency, the National Association of Securities Dealers, the Securities and Exchange Commission or any other person or organization having any records, data or information concerning my background investigation, including, but not limited to, my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such records, data and information to Gerber Life and/or its agent.

I understand that, if appointed, this authorization will remain valid as long as I am appointed with Gerber Life.

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

Candidate Signature

Date

Print Full Name

Maiden Name or other names used

Gerber Life Insurance Company

AGENT AGREEMENT

PARTIES TO THE AGREEMENT

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

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

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

I. RESPONSIBILITIES OF THE PARTIES

The Agent Agrees to:

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

Gerber Life Insurance Company

PLEASE PRINT OR TYPE

In consideration of the covenants in this Agreement it is agreed and accepted to by.

Complete Section A only if the Agent is contracting with the Company as an individual, in which case, all Agent level compensation will be paid to the Agent as an individual. Complete Section B only if the Agent is incorporated and this contract is between the Company and the Agent's corporation (in which case, all Agent level compensation will be paid to the corporation unless the Agent completes a separate Agent contract as an individual with the Company)

SECTION A

Individual Agent Name (Print or Type)

Signature of Agent

Social Security Number

SECTION B

Corporate Agent Name (Print or Type)

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Federal Tax Identification Number

Home Office Use

Signature of Gerber Life Insurance Company Officer _____

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

Agent Number _____

General Agency this agent reports to: _____



Gerber Life Insurance Company

Vendor Information

Vendor Headquarter / Corporate (must be physical address)

Vendor Legal Name

DBA / Trading Name

(if applicable)

Address

City

State/Province/Region

Country

County

Postal / Zip Code

Email

Telephone Number

Fax Number

Contact Name:

Complete if payment should be remitted to address different than above

Vendor Legal Name

DBA / Trading Name

(if applicable)

Address

City

State/Province/Region

Country

County

Postal / Zip Code

Email

Telephone Number

Fax Number

Vendor Financial Information

Tax ID / Reg Number

Enter 9 digit Federal ID or Social Security # for Individual

Subject to 1099 Reporting: ☐ Yes ☐ No

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

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

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, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.



Gerber Life Insurance Company

ACH INFORMATION FORM

Company Information

Company Name _____

Address _____

Tax Identification Number _____ - _____

Social Security Number _____ - _____ - _____

Contact Name _____

Phone Number _____

Email Address _____

Bank Information

Bank Name _____

Address _____

Contact _____

Phone Number _____

Bank Account # _____

ABA Number /
Transit Routing _____

Signature

Date

Title

COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

AGENT COMPLIANCE MANUAL

GENERAL AGENT

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

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

Signature

Date

(Print Name)

Title

Agency Name

**PLEASE RETURN A SIGNED COPY OF THIS DOCUMENT WITHIN 30 DAYS FROM RECEIPT AND ANNUALLY THEREAFTER ON JUNE 1ST TO GERBER LIFE'S LEGAL/COMPLIANCE DEPARTMENT AT:
glic-compliance@us.nestle.com**

COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

AGENT COMPLIANCE MANUAL

AGENT

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

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

Signature

Date

(Print Name)

Title

Agency Name

PLEASE RETURN A SIGNED COPY OF THIS DOCUMENT WITHIN 30 DAYS FROM RECEIPT TO GERBER LIFE'S LEGAL/COMPLIANCE DEPARTMENT AT: glic-compliance@us.nestle.com