



300 S.W. Adams Street Peoria, IL 61634  
Phone 309.674.8255

# Agent's Contract

NAME	EFFECTIVE DATE
CITY AND STATE	

## 1. APPOINTMENT

You are hereby appointed an Agent of Illinois Mutual Life Insurance Company, hereinafter referred to as the "Company," to procure applications for Life and Health Insurance and Annuities, subject to the terms and conditions of this Contract. "You" shall mean the Agent, whether an individual, a partnership or a corporation.

Pursuant to this appointment, you shall be free to exercise your own judgment as to the time, place and means of performing all acts under this Contract and nothing contained herein shall be construed to create the relationship of employer and employee between you and the Company. You do not have an exclusive territory or franchise to represent the Company.

**The AGENT'S APPLICATION which is on file with the Company shall constitute the acceptance and agreement to the terms of this Contract by you upon approval by the Company and execution by the Company of this Contract mailed to you at your address of record.**

## 2. RESPONSIBILITIES

Information that you receive from persons applying for insurance with the Company, shall be used only for the purpose of qualifying the person for the insurance applied for or the servicing of such policies and shall not be disclosed to third parties unless permitted under applicable privacy laws.

You agree to:

- (a) Treat all money received or collected by you for the Company as property held in trust, and remit such money at once to the Company.
- (b) Follow all rules and instructions provided to you by the Company and comply with all applicable insurance laws and regulations of the state or states in which you are licensed.
- (c) Hold all material provided by the Company and information collected in connection with business written in the Company as property of the Company and consider that such are at any and all reasonable times subject to examination by the Company. In the event of termination, the Company may request the return of such material.
- (d) Submit an application for each policy to be issued by the Company. All of the responses to the questions in the application shall completely and accurately reflect the applicant's responses as conveyed to you. **Any information which you have which relates to, supplements or contradicts the applicant's responses shall be fully disclosed to the Company.** The application must be reviewed by the applicant and signed and witnessed in your presence.
- (e) Indemnify the Company for any loss sustained as a direct result of your failure to fulfill your obligations under this Contract.
- (f) Aid in the care and conservation of the Company's insurance business and provide prompt service to policyowners.

### 3. LIMITATION OF AUTHORITY

You have no authority and agree not to:

- (a) Bind the Company by any promise or agreement or incur any debt, expense, or liability whatever in the name or account of the Company, or waive any of the provisions of policies issued by the Company.
- (b) Deliver any policy or allow any policy to be delivered until the first premium has been paid in full. Any policy not delivered within 30 days of receipt shall be promptly returned to the Company.
- (c) Use any material, supplies, advertising or other printed or written material involving the Company not supplied by the Company without the prior written approval of the Company.

### 4. COMPENSATION

You understand and agree that:

- (a) Subject to the terms and conditions of this Contract, commissions, in accordance with the Life, Health and Group Commission Schedules in effect on the effective date of the policies to which they relate, will be payable to you for policies written by you and issued by the Company after the premiums on such policies are received by the Company in cash.
- (b) If an issued policy has a shortage of premium not to exceed \$20 your account may be charged to facilitate the placement of the policy in force. You agree to collect any money so charged from the client for your own account at the time the policy is delivered. If such amount can not be collected, you are to return the policy to the Company.
- (b) You will not be paid commissions on any premiums returned to the applicant or insured and any commissions previously paid will be reversed to your account.
- (c) Commissions are payable only while this Contract is in force, subject to paragraph 7. **PAYMENTS AFTER TERMINATION.**
- (d) No commissions shall be paid on premiums waived or paid under the disability provisions of any policy. Any premium returned to the policyowner under such provisions will have commissions reversed to your account.
- (e) The Company reserves the right to discontinue or withdraw any plan of insurance and to fix the commissions on plans not included in the Commission Schedules which are now or may hereafter be issued by the Company. The Company also reserves the right to change the commission for policies written after notice of such change.
- (f) The amount, if any, and the time of payment of commissions on rewrites, reinstatements, occupational and substandard extras, replacements, changes, conversions, exchanges, term renewals, premiums paid in advance and other special cases shall be governed by Company rules.
- (g) In any case where your claim to commissions is disputed, the Company shall have the right to decide and settle the dispute, which decision shall be binding and conclusive.

### 5. GENERAL PROVISIONS

- (a) **Indebtedness.** The Company may offset against any compensation due you under this Contract any amounts now due or which may become due to the Company at any time from you, and these amounts shall be a first lien against such compensation. Upon termination of the Contract, all indebtedness due the Company will be payable immediately upon demand, together with interest payable at the legal rate from the date of such termination.
- (b) **Assignment.** You may not assign this Contract or the compensation accruing under it or any interest therein except with the prior written consent of the Company.
- (c) **Withdrawal from Territory.** The Company may withdraw from any territory and may withdraw or discontinue any policy form without liability to you.

## 6. TERMINATION

You agree that this Contract, together with any and all Supplemental Agreements hereto, shall terminate:

- (a) 10 days after written notice mailed by either party to the other party at the last known address or by written notice delivered personally or by telegram.
- (b) Immediately for any act of dishonesty or fraud, or any attempt on your part to induce any agent of the Company to terminate his services or to induce any policyholders to terminate any policy of the Company. Upon the occurrence of any such event, either before or after termination of this Contract, all of your rights under this Contract, including your rights to any commissions to which you might otherwise have become entitled, shall thereupon cease.
- (c) Upon your death.

## 7. PAYMENTS AFTER TERMINATION

You agree that:

- (a) If this Contract is terminated by your death, the Company will pay to your surviving spouse, or if no surviving spouse, the Company will pay to your executors, administrators or assigns, on premiums received by the Company after termination of the Contract, the first year and renewal commissions to which you would have been entitled had this Contract remained in effect. Such payments are subject to Paragraph (c) of this Section and in no event will such payments extend beyond 10 years from date of death.
- (b) If this Contract is terminated for any reason other than your death or other than for any reason specified in Paragraph 6 (b) above. The Company shall pay to you on premiums received by the Company after termination of this Contract, the first year and renewal commissions to which you would have been entitled had this Contract remained in effect subject to Paragraph (c) of this Section.
- (c) No further payments will be due you if there is less than \$1,800 of total annualized premiums in force when this Contract is terminated or when the total collected premium is less than \$1,800 in the calendar year of termination of this Contract or in any subsequent calendar year period.

## 8. WAIVER OR MODIFICATION

- (a) **Release.** This Contract supersedes all previous contracts and agreements between you and the Company made for the solicitation of Life, Health and Annuity policies, but shall not affect obligations of either party which exist under any previously existing contract.
- (b) **Waiver.** Failure of the Company to insist upon strict compliance with any of the conditions of this Contract or the rules of the Company shall not be construed as a waiver of any of such conditions or rules, but they shall continue to be in full force and effect.
- (c) **Oral Representation.** No oral promises or representations shall be binding, nor shall this Contract be modified except by agreement in writing, executed on behalf of the Company by a duly authorized officer.

ILLINOIS MUTUAL LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Vice President

# Agent's Application

**IMPORTANT: Attach a photocopy of your current License and any non-resident State License(s) that you wish to be appointed in, also sign and return Form SD-274 Notification/Release of Information form.**

PLEASE PRINT OR TYPE      ALL INFORMATION MUST BE FURNISHED

<b>P E R S O N A L</b>	1a.	IF YOU ARE TO BE APPOINTED UNDER ONE OF OUR G.A.'S OR NATIONAL ACCOUNT AGREEMENTS, PLEASE GIVE US THE NAME	1b.	AGENCY MANAGER'S NAME		
	2.	YOUR NAME IN FULL	3.	S.S. NO.		
	4a.	RESIDENCE STREET ADDRESS	4b.	COUNTY		
	4c.	CITY	4d.	STATE	4e.	ZIP
	5.	HOME PHONE (      )	6.	CELL PHONE/FAX NUMBER (CIRCLE ONE) (      )	7.	E-MAIL ADDRESS

<b>B U S I N E S S</b>	8a.	AGENCY NAME (IF APPLICABLE)	8b.	PHONE (      )	8c.	FAX		
	8d.	BUSINESS MAILING ADDRESS: P.O. BOX	8e.	STREET	8f.	SUITE		
	8g.	CITY	8h.	COUNTY	8i.	STATE	8j.	ZIP
	9a.	TAXPAYER'S I.D. NO., IF OTHER THAN S.S.N.			9b.	CORPORATION? <input type="checkbox"/> YES <input type="checkbox"/> NO		
	9c.	COMMISSIONS TO CORP? <input type="checkbox"/> YES <input type="checkbox"/> NO		9d.	ARE YOU THE OWNER/OFFICER? <input type="checkbox"/> YES <input type="checkbox"/> NO			

**9e. IF YOU ARE NOT THE PRIMARY OFFICER/OWNER OF THE CORP, PLEASE HAVE THAT INDIVIDUAL COMPLETE A SEPARATE AGENT APPLICATION TO BE APPOINTED ALSO.**

<b>B A C K G R O U N D</b>	10.	<b>HAVE YOU EVER BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY OR BREACH OF TRUST?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO				
	11.	<b>EMPLOYMENT RECORD 5 YEARS TO DATE</b>				
		PERIOD (FROM - TO)	COMPANY BY WHOM EMPLOYED	LOCATION	TITLE	REASON FOR LEAVING

<b>12. EDUCATION</b>	PERIOD (FROM - TO)	SCHOOL ATTENDED	LOCATION	GRADUATE? (Indicate Yes or No)

<b>M I S C</b>	13.	HAVE YOU BEEN LICENSED WITH US BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO	14.	HOW DID YOU LEARN OF ILLINOIS MUTUAL?	
	15.	PRIMARY LIFE COMPANY	16.	PRIMARY HEALTH COMPANY	

I hereby apply to be an agent of Illinois Mutual Life Insurance Company. I represent that the answers recorded in this application are true and correct to the best of my knowledge and belief. I agree to be bound by the terms of an Agent's Contract if one is issued to me.

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

NOTE: To avoid delay in processing policy applications, please **print** your name with your signature on all applications and **use your code number**, when assigned.

We always appreciate referrals so we hope you know another agent who might be interested in representing us:

Name \_\_\_\_\_

Street \_\_\_\_\_ City and State \_\_\_\_\_ Zip \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

## Notification/Release of Information

The purpose of this form is to notify you that a Consumer Report and/or an Investigative Consumer Report will be conducted on you in the course of consideration for appointment.

I hereby authorize your company or any agent of your company to contact any and all corporations, former employers, credit agencies, educational institutions, law enforcement agencies, city, state, county, and federal courts and military services to release information about my background including, but not limited to, information about my employment, education, consumer credit history, driving record, criminal record, and general public records history to the person or company with which this form has been filed. This releases the aforesaid parties from any liability and responsibility for collecting the above information. I understand I will obtain a free copy of this Consumer Report if an adverse action/decision is made based on the information in the Consumer Report. I believe to the best of my knowledge that all information I have provided is accurate, true and correct and that I fully understand the terms of this release.

---

Signature of Agent

---

Date

**FAX TO:** 1-309-674-1475

**MAIL TO:** Illinois Mutual, Sales Administration  
300 S.W. Adams Street, Peoria, IL 61634

### CHECKLIST:

All items listed below **MUST** be received before your appointment will be processed.

- Copy of Your License
- Copy of Agency License  
(If commissions are to be paid to an agency or corporation)
- Signed Notification/Release of Information (above)
- Completed Illinois Mutual Agent Application



# Licensing Procedures

Insurance Department regulations dictate under what circumstances Illinois Mutual, as an insurer, may accept business. As the Agent, you must currently be licensed in the state in which you are writing the application. Illinois Mutual is unable to accept business from any agent until the proper licensing and appointment requirements are met.

Every agent must submit an **Illinois Mutual Agent's Application and Form SD-274, Notification/Release of Information**, along with a copy of the resident state license and any non-resident state license in which the agent intends to conduct business. Form 3116 is used for all contracted agents, and SD-253 is used for all coded agents to be licensed (but not contracted) under another Illinois Mutual agent.

The following guidelines have been established to comply with Insurance Department regulations and to ensure quality field underwriting:

1. Only properly licensed and appointed agents are permitted to solicit business on behalf of Illinois Mutual.
2. Agents who are not appointed with the Company are not allowed to submit business under a contracted Illinois Mutual agent in order to bypass the licensing and appointment procedure.
3. Contracted agents are not to accept brokerage business which has actually been written by an unlicensed or non-appointed agent.
4. In joint case situations, both agents involved must be licensed and appointed representatives of Illinois Mutual.

## Illinois Mutual Licensed States

Illinois Mutual is licensed to do business in the states listed. Applications are not acceptable if the applications are taken in states where Illinois Mutual is not licensed.

Residents of states where Illinois Mutual is not licensed will be considered only if the agent certifies that the application was taken and the policy will be delivered in a state where Illinois Mutual is licensed.

## License and Appointment Guide

**This information is current as of 12/30/03.**

Please furnish us with a copy of your license in all states.

1. The agent application and a copy of current license can be submitted with the first policy application from qualified<sup>†</sup> agents in the following states:

<b>Alabama</b>	<b>Iowa</b>	<b>Missouri</b>	<b>South Dakota</b>
<b>Arizona</b>	<b>Kansas<sup>††</sup></b>	<b>Nebraska<sup>**</sup></b>	<b>Tennessee</b>
<b>Arkansas</b>	<b>Kentucky</b>	<b>Nevada<sup>**</sup></b>	<b>Texas</b>
<b>California</b>	<b>Louisiana</b>	<b>New Mexico</b>	<b>Utah<sup>**</sup></b>
<b>Colorado</b>	<b>Maine<sup>**</sup></b>	<b>North Dakota*</b>	<b>Vermont</b>
<b>Connecticut<sup>**</sup></b>	<b>Maryland</b>	<b>Ohio</b>	<b>Virginia</b>
<b>Florida</b>	<b>Massachusetts</b>	<b>Oklahoma</b>	<b>West Virginia</b>
<b>Idaho<sup>**</sup></b>	<b>Michigan</b>	<b>Oregon</b>	<b>Wisconsin</b>
<b>Illinois</b>	<b>Minnesota</b>	<b>Rhode Island</b>	<b>Wyoming</b>
<b>Indiana</b>	<b>Mississippi<sup>**</sup></b>	<b>South Carolina</b>	

2. Agents must be appointed prior to taking policy applications in the following states:

<b>Georgia*</b>	<b>North Carolina*</b>	<b>Washington</b>
<b>New Jersey*</b>	<b>Pennsylvania*</b>	

- \* Agent can write the day after Illinois Mutual processes the appointment. (Minimum 3 working days from the date agent's paperwork is received in the Home Office.)
- † Qualified: agent is licensed in the state and the agent application and a copy of current license is on file in the Home Office, or accompanies policy application.
- \*\* Illinois Mutual must appoint within 15 days of the date the 1st policy application is signed. Policy applications received after 15 days will be declined and must be rewritten.
- †† Illinois Mutual must appoint within 30 days of the date the 1st policy application is signed. Policy applications received after 30 days will be declined and must be rewritten.

In all other pre-appointment states we must wait until the state confirms the appointment before the agent can write business. The Home Office will notify agent when approved.