

# West Coast Life (02/04)

## Please mail or fax ALL completed contracting documents to:

Producers Financial Group Midwest  
PO Box 810  
Freeport, IL 61032  
Fax to 815/233-0309

## NEW PRODUCER CONTRACTING INSTRUCTIONS

- **Background Questionnaire (W7897 (01/03))**
  - ✓ Indicate whether contract is to be executed in the name of an Individual, Corporation or Partnership
- **Independent Agent's Agreement (W7964 (03/02))**
  - ✓ Be sure to sign the signature page; do not fill in the dates on the signature page; Corporate, Partnership contracts must be signed by a principal
- **Professional Liability Insurance**
  - ✓ Include a current copy of your E&O declaration page
- **Copy of License**
  - ✓ Include a copy of your current resident license(s). GA agents include appointment form. All other non-resident licenses can be submitted with agent's first piece of business.
- **W-9**
  - ✓ If corporate contract, the W-9 must contain the signing officer's social security number as well as the corporate tax I.D. The corporate W-9 must be signed by the principal signing the contracts.
- **Assignment of Commissions (W7965C (01/03))**
  - ✓ If commissions are assigned will need signatures of both the Assignee (company principal) and the Assignor (agent). Earnings on commissions will be reported to the IRS for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.
- **Solicitors Appointment Request & Agreement (W7966 (02/02))**
  - ✓ Signature of both the Solicitor (the agent) and the Agency Principal are required. The Solicitor must hold a valid state license and current E&O. The Agency Principal must hold a current Independent Agent Agreement.
- **Commission Direct Deposit**
  - ✓ Complete the form and include a void check

## SOLICITATION:

- ✓ Confirmation states (do not submit business with contracts): New Mexico, North Carolina, Utah, Vermont, Washington, West Virginia, Wisconsin

## DUAL CONTRACT & CONTRACT TRANSFER:

- ✓ Dual contracting allowed – 2 maximum. A new contracting packet is required for 2<sup>nd</sup> contract.

## COMMISSION PAYOUTS:

- ✓ Direct Deposit – Weekly;

## WEBSITE:

- ✓ Go to [www.westcoastlife.com](http://www.westcoastlife.com) and click on Agent Center
- ✓ User ID is your agent number and password is your zip code

**INDEPENDENT  
AGENT'S  
AGREEMENT**



WEST COAST LIFE  
INSURANCE COMPANY

343 Sansome Street

San Francisco, CA 94104

## CONTRACTING INSTRUCTIONS

**1. Contract Information Sheet (W7933)**

Be sure to complete the BGA Name, Branch Code #, Next Level Agent if applicable and Level of Contract.

**2. Business Background Summary (W7897)**

Be sure to include:

- Social Security number and/if applicable corporate tax I.D. numbers
- Indicate whether your contract is to be executed in the name of Individual, Corporation or Partnership. What is your title?
- Birth date.

**3. Internal Revenue Service W9 Request for Taxpayer ID (W-9)**

Complete, sign and date

**4. Assignment of Commissions form (W7965C) if commissions are assigned**

Please obtain signatures of both the Assignee (company officer/member)  
And the Assignor (agent).

Earnings will be reported to the IRS for the party (Assignor) who signs the Agreement on which commissions are being paid (The 1099 will be sent to the income earner).

**5. Agent Agreement (W7964).**

Please sign the signature page. You will receive an executed copy.

- **DO NOT** fill in the blanks on the signature page.

- Corporate, Partnership contracts must be signed by a principal, stockholder, etc.

**6. Enclose the appropriate license forms if you are an agent in, MA or WV.**

**7. Enclose copy of your CURRENT resident license and all other “sensitive” state licenses. (See list of sensitive states)**

**8. Enclose either copy of existing Professional Liability Insurance or enrollment form and required premium for the West Coast Life sponsored program. Make check payable to WEST COAST LIFE INSURANCE COMPANY.**

**Send the above mentioned contracting requirements to your BGA.**

## **URGENT MESSAGE!**

Prior to any agent taking a life application on behalf of West Coast Life Insurance Company, **it is mandatory** that we receive the necessary contracting requirements.

**If an agent submits a life application prior to their appointment confirmation we must promptly close the application and send notification of the closure to the applicant. \***

**Every agent/BGA must hold a valid license in states where life applications are solicited and commissions (including override commissions) are paid.**

\*Agents may submit contracting along with the first piece of business in many states.

**Exception: Confirmation of appointment is required prior to submitting business in these states (subject to change):**

Delaware

Pennsylvania

West Virginia

Michigan

Utah

Wisconsin

New Mexico

Vermont

Wyoming

North Carolina

Washington

Connecticut – appointments must be dated the same day or before the signed date of the first application

MA: original signature appointment/license form must be submitted with contracting.

Appointments processed electronically overnight (subject to change):

AL, AR, CA, CT, DC, GA, IA, ID, KS, MD, MI, MN, MO, NC, ND, NE, NV, OH, OK, OR, PA, SD, TN, TX, UT, VA, WY.

Thank you for understanding our need to adhere to these very important state statutes.



WEST COAST LIFE  
INSURANCE COMPANY

CONTRACT INFORMATION SHEET

Agent Name: \_\_\_\_\_  
(As on license) First Name Middle Initial Last Name

\_\_\_\_\_  
(If company contract, give company name, your title, and, assignment of commissions)

BGA Name: \_\_\_\_\_ BGA Agent #: \_\_\_\_\_

Branch Code: \_\_\_\_\_ Agent Contract Level: \_\_\_\_\_

Next Level Agent #: \_\_\_\_\_ Confirmed Agt # emailed to this address: \_\_\_\_\_

**Requirements for contract and appointment:**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | <b>1) Contract Information Sheet</b>                             |
| <input type="checkbox"/> | <b>2) Background Questionnaire</b>                               |
| <input type="checkbox"/> | <b>3) Signed W7964E signature page</b>                           |
| <input type="checkbox"/> | <b>4) Errors &amp; Omissions</b> (copy of policy's face page)    |
| <input type="checkbox"/> | <b>5) Current licenses</b>                                       |
| <input type="checkbox"/> | <b>6) Commission Direct Deposit</b> (authorization/voided check) |
| <input type="checkbox"/> | <b>7) W9 Tax ID form</b>   |

**Home Office Use Only**

Investigative Reports: Equifax \_\_\_\_\_ B.I.G. \_\_\_\_\_

West Coast Life Agent Numbers: \_\_\_\_\_

Contract Effective Date: \_\_\_\_\_

Agent Code: \_\_\_\_\_

Contract mailed on: \_\_\_\_\_

LIFECOMM \_\_\_\_\_

Appt proc & conf on: St \_\_\_\_\_ Dt \_\_\_\_\_ St \_\_\_\_\_ Dt \_\_\_\_\_

**Please check one:**  Individual  Partnership  Corporation  Sole Proprietor

## BACKGROUND QUESTIONNAIRE

Name \_\_\_\_\_ Company Name \_\_\_\_\_  
 Writing Agent  Company Officer  Both (If applicable) \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Company Tax I.D. Number \_\_\_\_\_  
Residence Address \_\_\_\_\_ Mailing Address \_\_\_\_\_  
**(If less than 5 years, list previous addresses separately)**  
City \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Residence Telephone ( ) \_\_\_\_\_ Company Telephone ( ) \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Spouse Name \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_  
e-mail address: \_\_\_\_\_ web site address: \_\_\_\_\_  
www. \_\_\_\_\_  
Circle appropriate designations/industry awards: CLU, ChFC, CFC, MDRT, NQA, Other: \_\_\_\_\_

## BUSINESS/PERSONAL EXPERIENCE

Yes	No	
_____	_____	Have you ever, or do you currently represent West Coast Life Insurance Company?
_____	_____	Has any insurance company or securities broker-dealer ever terminated your contract?
_____	_____	Do you have any outstanding debt with any insurance company?
_____	_____	Do you have E & O coverage? Give carrier name, effective dates and policy number.
_____	_____	Have you ever had a claim filed against your E & O insurance coverage?
_____	_____	Have you ever been bankrupt or insolvent, either personally or in business?
_____	_____	Have you ever had any liens or judgments, either personally or in business?
_____	_____	Have you ever been investigated by any state insurance department or government agency?
_____	_____	Have you ever had an insurance license denied or revoked by a state or province?
_____	_____	Has a bonding company denied, paid out on, or revoked a bond for you?
_____	_____	Have you ever been convicted or plead guilty or no contest to a crime other than a misdemeanor?
_____	_____	Have you ever been on probation?
_____	_____	Are you now the subject of any complaint, investigation or proceeding that could result in a "Yes" answer to any of the above questions?

**If any answer is "yes" to above questions, please provide complete explanation on separate paper and attach.**

**I certify that all statements are correct to the best of my knowledge.**

**I understand that in compliance with the Federal Fair Credit Reporting Act (15 USC Section 1681, et sequellae), an investigative consumer report may be requested from a reporting agency to secure and provide information concerning my character, general characteristics, mode of living, and the accuracy of the statements made in this application. Subsequent investigative reports may be requested to update your file as needed. Upon written request, additional information as to the nature and scope of the report, if one is requested, will be provided.**

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

## STATES INSURANCE LICENSE INFORMATION:

STATES	ABR	INDIVIDUAL LICENSE #	EXPIRATION DATE	CORPORATE LICENSE #	EXPIRATION DATE
ALABAMA	AL				
ALASKA	AK				
ARIZONA	AZ				
ARKANSAS	AR				
CALIFORNIA	CA				
COLORADO	CO				
CONNECTICUT	CT				
DELAWARE	DE				
DIST. OF COLUMBIA	DC				
FLORIDA	FL				
GEORGIA	GA				
HAWAII	HI				
IDAHO	ID				
ILLINOIS	IL				
INDIANA	IN				
IOWA	IA				
KANSAS	KS				
KENTUCKY	KY				
LOUISIANA	LA				
MAINE	ME				
MARYLAND	MD				
MASSACHUSETTS	MA				
MICHIGAN	MI				
MINNESOTA	MN				
MISSISSIPPI	MS				
MISSOURI	MO				
MONTANA	MT				
NEBRASKA	NE				
NEVADA	NV				
NEW HAMPSHIRE	NH				
NEW JERSEY	NJ				
NEW MEXICO	NM				
NEW YORK	NY				
NORTH CAROLINA	NC				
NORTH DAKOTA	ND				
OHIO	OH				
OKLAHOMA	OK				
OREGON	OR				
PENNSYLVANIA	PA				
RHODE ISLAND	RI				
SOUTH CAROLINA	SC				
SOUTH DAKOTA	SD				
TENNESSEE	TN				
TEXAS	TX				
UTAH	UT				
VERMONT	VT				
VIRGINIA	VA				
WASHINGTON	WA				
WEST VIRGINIA	WV				
WISCONSIN	WI				

# 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		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code		
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 2.** 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 2.

Social security number								

or

Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. 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**
2. 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**
3. I am a U.S. person (including a U.S. resident alien).

**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 2.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.**

**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.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

## Part I- Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II- Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*



## **Instructions for Use of ASSIGNMENT OF COMMISSIONS FORM**

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**NOTE: Effective Tax year 2001, earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.**

### **DEFINITIONS**

- **Company:** West Coast Life Ins Co
- **Assignor:** Person or entity electing to assign commission earnings
- **Assignee:** Person or entity to whom commission earnings are assigned

### **WHEN DO YOU NEED AN ASSIGNMENT OF COMMISSIONS FORM?**

- An agent signs an Independent Agent's Agreement. The contract is in his name and he wants to assign the commission earnings and contract benefits over to another party, either an individual or a corporate entity. WCL needs a copy of the Assignee's insurance license and the applicable State Insurance Regulation must allow the assignment of the commission earnings.
- If the contract name is a corporate entity and the State Insurance Regulation allows for a corporate entity to be the contract-holder and receive commission earnings, and the entity is properly licensed as such, and the signor of the Independent Agent's Agreement is an officer of the corporate entity, THEN NO Assignment of Commission form is required.
- Use of W-9 Form – WCL requires a completed W-9 Form from each person or entity that executes an Independent Agent's Agreement.

### **INSTRUCTIONS FOR COMPLETING ASSIGNMENT OF COMMISSIONS FORM**

- Use WCL form number W7965C (01/02) which can be obtained from the Website: [www.westcoastlife.com](http://www.westcoastlife.com)
- A separate Assignment form must be completed for each Independent Agent's Agreement executed.
- All parties to the Agreement must sign the form.
- No Assignment shall become effective until executed by West Coast Life.
- Assignee must have valid life insurance license as applicable per State Insurance regulations.

To "terminate" assignment of commissions, we require written request signed and dated by Assignee. The person assigning his commissions CANNOT revoke the Assignment Form. The written request should state whether or not the termination includes renewals. If the termination does not include renewals, we will terminate current agent number and issue a new agent number to be used for all future business.

**ASSIGNMENT OF COMMISSIONS**

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I, \_\_\_\_\_ (Assignor), for valuable consideration which I acknowledge to be sufficient, hereby assign and transfer to \_\_\_\_\_ (Assignee), any and all first year and renewal commissions now due me or hereafter to become due under the terms and provisions of the Independent Agent's Agreement entered into between me and WEST COAST LIFE INSURANCE COMPANY of San Francisco, CA, dated \_\_\_\_\_ and all supplements and amendments, if any, for agent # \_\_\_\_\_.

Payment of said commission to the Assignee shall discharge WEST COAST LIFE INSURANCE COMPANY from all liability to the Assignor for the payment of such commissions to the same extent as if payment had been made directly to the Assignor.

It is expressly agreed and understood that this Assignment is made subject to the rights of WEST COAST LIFE INSURANCE COMPANY, whether under the terms of the above indicated Independent Agent's Agreement or otherwise, to deduct from said commission due the Assignor any and all indebtedness now due or which may become due WEST COAST LIFE INSURANCE COMPANY from the Assignor, and is also subject to prior assignment of interest in the commissions herein assigned.

This assignment applies to (check one):

- ALL POLICIES PLACED BY ME IN THE PAST AND ALL POLICIES PLACED BY ME IN THE FUTURE
- ALL POLICIES PLACED BY ME AS OF THE DATE THIS ASSIGNMENT IS EXECUTED

**NOTE: Earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.**

\_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Date

WEST COAST LIFE INSURANCE COMPANY acknowledges receipt of this Assignment of Commissions, but does not assume responsibility for the validity or legality thereof.

\_\_\_\_\_  
Bernard L. Robins, JD, CLU, Executive Vice President  
WEST COAST LIFE INSURANCE COMPANY

\_\_\_\_\_  
Date

# West Coast Life Insurance Company

## INDEPENDENT AGENT'S AGREEMENT

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The Company hereby appoints the Agent to represent the Company in those states and areas in which the Agent is properly licensed for procuring applications for life and health insurance and annuities.

It is the Agent's responsibility to comply with all statutory laws, rules, regulations, and company guidelines in the sale of these insurance products. It is the Agent's responsibility to maintain any books and records required under any federal, state, or company rule, regulation, or policy. It is also the Agent's responsibility to maintain and obtain any licenses and appointments required for the sale of these products.

### AGENT-COMPANY RELATIONSHIP

The Company and the Agent mutually agree that this Independent Agent's Agreement is best served when the Agent is an independent contractor for all purposes. As an independent contractor, the Agent has the right to exercise independent judgment as to time, place and manner of soliciting insurance applications, servicing policyholders and otherwise carrying out the provisions of the Agreement. Furthermore, the Agent will pay all expenses in connection with his or her agency and has no authority to incur any indebtedness on behalf of the Company.

The Agent will maintain his or her own professional liability insurance (errors and omissions coverage) policy.

### AGENT'S AUTHORITY

The Agent has no authority on behalf of the Company to bind risks of any kind or to make, modify or discharge contracts or to extend the time for paying any premiums. Furthermore, the Agent has no authority to make statements or representations on behalf of the Company which might alter or waive any of the Company's rights or to name any extra premiums or charges on any risk not listed in the Company's rate book.

Inasmuch as the insurance business is subject to changing laws, regulations and conditions, it is understood and agreed that the Company will prescribe rules, regulations, prices and terms under which it will insure risks. The Company retains the right to change, alter or amend the rules, regulations, prices and terms, including the right to limit, restrict or discontinue entirely the acceptance of applications on any policy, coverage or any line of insurance, at any time it deems advisable to do so without prior notice or consent of the Agent. Any such change, alteration, amendment or limitation shall become effective on the date specified by the Company.

### COMPENSATION

The Company agrees to pay and the Agent agrees to accept the compensation provided in the attached schedule subject to the terms and conditions set forth in this schedule. The schedule and the general conditions included therein are incorporated by reference and are made a part of this Agreement. The Company maintains the unilateral right to alter or change this schedule by giving the Agent prior written notice which shall clearly set forth the effective date of these changes.

The Company is hereby granted a first lien upon the commissions and other sums which may become due under this Agreement or any other Agreement the Agent may have with the Company. If the Company, for any reason, refunds any premiums on any policy written by the Agent, or any policy for the which the agent received compensation, or on any policy written by agents assigned or recruited to the Company by the Agent, whether legally required to refund or not, the Company has the right to deduct, set off or request repayment of the previously paid commissions.

In order to qualify for commissions, as detailed in the schedule of commissions and general conditions, the Agent must have an active Independent Agent's Agreement. The Agent is not entitled to any commissions after the Agent's Agreement has been terminated except as provided in the vesting section.

**Net Paid Annualized Life Production** - Total annualized commissionable life premium issued and paid during any period of time, net of any charge backs or adjustments for lapses, paid not takens, cancellations, and other policy terminations. Net annualized life production excludes premium paid on business which replaces existing policies of the Company or its affiliates or subsidiaries, and excludes single premium life, annuities, non-individual ordinary life policies of any kind, or business written on the life of, or owned by, the Agent or members of the Agent's family.

In addition, if a decrease in face amount occurs on a Universal Life policy at any time in the 12 months following an increase, a charge back will occur and any amount added to net annualized life production because of the increase will be deducted in determining the current net annualized life production.

**Commissionable Premium** - For Universal Life policies, commissionable premium is the largest premium on which the Company will pay commissions at first year commission rates. For all other life policies, commissionable premium is the premium payable on the policy during the first policy year. Commissionable premiums are determined by the Company and published separately.

**Annualized Premium** - For Universal Life policies, annualized premium is the lesser of the commissionable premium or the periodic premium which the owner of the policy intends to pay multiplied by the number of periods in one year. For all other life policies, annualized premium is the commissionable premium multiplied by the number of periods in one year.

## **COMMISSIONS**

Commissions paid to the Agent are based upon the applicable commission rates for the policy year in question applied to premiums received by the Company.

Premiums, up to the target, received on Universal Life plans during the first six months of the first policy year shall be eligible for first year commissions. Premiums, other than regularly scheduled modal premiums or Section 1035 exchange proceeds, received during the second six months of the first policy year and in subsequent policy years shall be limited to the renewal commissions attributable to the policy form in question.

Any additional policies written as a result of a guaranteed insurability option or its equivalent will create commission for the Agent only if the Agent is active at the time the additional policy is written.

Commissions will not be allowed on premiums paid by automatic premium loan and on premium waived by operation of a premium waiver provision. If conversion is exercised during a disability waiver period, commissions shall be limited to renewals only.

The Company has the right to withhold payment due the Agent until the amount is more than \$50.00. The Company has the right to change this minimum at any time for all commissions payable and will notify the Agent by stating the new minimum on the Agent's commission statement.

The Agent will receive no further compensation of any kind on a policy which has lapsed for three (3) months or longer. Commissions shall be allowed to the reinstating Agent on policies reinstated after lapse for non-payment of premiums based on the type of policy, timing of the reinstatement and the personal involvement of the Agent.

If a claim to a commission is disputed by another agent, the decision of the Company will be binding and conclusive.

If the Company returns a premium on a policy, the Agent will repay the Company on demand the amount of commission or advance received on the premium returned. Such amount can be recovered from future commission earnings.

The Company has the right to establish and change its rules for payment of commissions on policies that are replaced by or converted to new policies. Those written rules are hereby incorporated by reference.

## **VESTING**

Upon cancellation of this Agreement, the Agent will be fully and immediately vested in the commission provided in the Schedule of Commissions included herein for policy years two through ten. However, if in any calendar year after the cancellation of this Agreement, the total amount payable under this and any prior Agreement falls below \$100.00, no further commission will be payable under this Agreement or any prior Agreement and the Company will have no further obligations under these Agreements.

If the Agent (1) withholds funds, (2) embezzles funds, or (3) fails to comply with the insurance laws and regulations (either of the Company or of states in which the Agent operates), this Agreement will be canceled immediately and all rights to any future commissions will be forfeited.

If the Agent becomes totally and permanently disabled during the continuance of this contract, any commissions payable under this contract will continue to be paid subject to the \$100.00 minimum explained above.

If the Agent's death is the cause of termination, the vested commissions will be paid to the Agent's estate subject to the \$100.00 minimum explained above.

### **COMMISSION PAYMENT SPECIFICATIONS**

**Intra company replacements** – As a general rule, the Company will not pay new first year commission on policies intended to replace either Protective Life Insurance Company policies or Empire General Insurance Company policies. Contact your BGA regarding specific situations.

**Persistency** - An Agent must maintain 80% 25-month persistency. If the Agent has not yet established a 25-month persistency, the Agent must maintain 90% 13-month persistency. The 13-month and 25-month persistency measure by *volume (face amount)* and *premium* will be used by the Company. This will be calculated in accordance with the Company's current rules.

**Term Conversions** - When a term policy is converted to a permanent plan of insurance, the Agent will receive first year commissions on no more than the commissionable premium less the term conversion credit regardless of how much premium is actually collected.

**Face Amount Increases** - For increases in face amount on Universal Life policies, the Company will pay first year commission, based on the commission rate applicable at the time of original issue, on the increased portion of the commissionable premium paid within the commissionable period following the increase. Revised commissionable premiums will be computed as if the policy were being issued on the effective date of the face amount increase.

In the event of a decrease in the face amount at any time during the twelve months following an increase, no further first year commissions will be payable. Face amount increases will receive first year commissions only to the extent that they exceed any prior increase both in face amount and commissionable premium.

**Rider and Supplementary Benefit Rates** - These rates are the same as those applied to the policy to which they are attached, except as may be specified in the Schedule of Commissions.

**Temporary Flat Extra Ratings** - These ratings are non-commissionable.

**Conversion** - Conversion during a period of disability waiver shall be limited only to a Non-par Whole Life policy form (Universal Life and Interest Sensitive Whole Life are excluded policy forms).

### **INDEBTEDNESS**

Any and all cash advances or other payments, including annualized commissions, made to the Agent by the Company, will create a debtor-creditor relationship. As security, the Company has a first lien upon any commissions or other amounts payable to the Agent under this or any other Agreement between the Company or any of its subsidiaries or affiliates and the Agent. The Company may at any time deduct from any commissions or other amounts payable to the Agent any debts owed to the Company by the Agent, or any debts owed to the Company arising out of business written by any agent which resulted in compensation to the Agent. The Agent will be responsible for all legal fees, court costs and collection fees incurred by the Company in the process of collecting any indebtedness.

### **AGREEMENT CANCELLATION**

This agreement shall continue for an unspecified term during the mutual pleasure of the Agent and the Company until either party elects to cancel this Agreement for any reason. Cancellation shall become effective upon the mailing of the written notice of cancellation to the other party at the last known business address. This Agreement will cancel automatically upon the death of the Agent.

### **ASSIGNMENTS**

The Agent shall make no assignments of any rights or interest under this Agreement, including benefits or compensation, without the written consent of an officer of the Company. Any changes in the Agent's authority are permitted only when they appear in writing signed by an officer of the Company.

**ADVERTISING**

The Agent agrees not to conduct any advertising whatsoever, including, without limitation, television, radio, print, media, internet, computer or electronic demonstrations or illustrations involving the Company, its name or products without obtaining prior written approval of the Company.

**INSURANCE MARKETPLACE STANDARDS ASSOCIATION (IMSA) MARKET CONDUCT PRINCIPLES**

West Coast Life Insurance Company has committed itself to upholding the Insurance Marketplace Standards Association (IMSA) Market Conduct Principles:

- 1. To conduct business according to high standards of honesty and fairness and to render that service to its customers which in the same circumstances, it would apply or demand for itself.
- 2. To provide competent and customer-focused sales and service.
- 3. To engage in active and fair competition.
- 4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
- 5. To provide for fair and expeditious handling of customer complaints and disputes.
- 6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

I have read, have understood and agree to follow the IMSA Principles and Code and West Coast Life Insurance Company’s Ethical Market Conduct Guide.

**POLICY ADMINISTRATION**

The Company requires the premiums submitted to the Agent be received in a fiduciary capacity and remitted immediately to the Company in gross. Net remissions of premiums are strictly forbidden. The Company will pay compensation as soon as possible and will assume the administrative handling of billings, changes and related duties.

West Coast Life Insurance Company has caused this Agreement to be signed and the Agent acknowledges his or her voluntary consent by signing below.

This Agreement, when executed, will become effective on \_\_\_\_\_, 20\_\_\_\_, and is to be construed in accordance with the law of the State of California.

In witness whereof, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Bernard L. Robins, JD, CLU, Executive Vice President  
WEST COAST LIFE INSURANCE COMPANY

Supplements to this Contract include:	
1) Form No. _____	3) Form No. _____
2) Form No. _____	4) Form No. _____

## INTEREST SENSITIVE WHOLE LIFE BRIDGE II, V, XI, XII

No commission is payable on premium in excess of the commissionable premium. No commission is paid on pour-in premium. No commission is paid on premiums paid by automatic premium loan and on premium waived by operation of a premium waiver provision.

A 50% commission charge back will be imposed if the policy is lapsed or surrendered within one year from the issue date.

The commissionable premium on all Bridge Series products in the first year can never exceed the Bridge II annual premium for the same age and class. The maximum commissionable premium will be the Bridge II annual premium for age 70.

The substandard table premium, flat and permanent extras, are commissionable only *after* the first policy year at the same rates as the annual premium at that time.

### Bridge XII:

Commission rates as defined in the Schedule of Commissions page are substituted for the regular renewal commission rates upon the first and second face amount increase.

The following commission charge back will be made if the policy owner fails to pay the annual premium within five years following a face amount increase. The percentages are applied to the commission paid at the time of the increase.

#### After First Increase

Year	1	2	3	4	5
Charge back	50%	40%	30%	20%	10%

#### After Second Increase

Year	1	2	3	4	5
Charge back	30%	24%	18%	12%	6%

**SOLICITOR'S APPOINTMENT REQUEST & AGREEMENT OF CONDITIONS**

West Coast Life Insurance Company, (herein referred to as Company) is hereby requested to make application to the Department of Insurance of the State of \_\_\_\_\_ for the issuance of a life insurance agent's license and/or appointment authorizing \_\_\_\_\_ (herein referred to as Agent) to solicit applications on behalf of the Company.

I hereby agree that your consent to the issuance of such license and/or appointment is subject to, and hereby agree to be bound by, each and all of the following conditions:

I shall be an Agent # \_\_\_\_\_ assigned to the jurisdiction of \_\_\_\_\_ (Agency)

The Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company. It is expressly understood that I am under direct contract with my General Agent who has personally agreed to compensate me for such services.

Earnings on commissions will be reported to the IRS for the Agency who has signed the Independent Agent's Agreement and to whom commissions have been paid.

I have no employment contract with the Company, and I am not, and I shall refrain from holding myself out as an employee, partner, participant in a joint venture, or associate of the Company.

I shall comply with the rules, regulations and rate books of the Company, the laws of the states in which I am licensed, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance.

I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect.

I shall promptly remit to the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first year or renewal premiums, or any other item whatsoever.

I shall not obligate the Company nor incur expense on its behalf in any manner whatsoever.

The company may without liability to me whatsoever, upon request of my General Agent, or upon its own initiative, cancel my appointment at any time.

The foregoing applicant is hereby recommended for appointment as an Agent assigned to my agency, subject to the terms of my Independent Agent's Agreement with the Company and this request.

X \_\_\_\_\_ (Agency Principal's Signature)

This agreement, when executed will become effective on \_\_\_\_\_, 20\_\_\_\_\_, and is to be construed in accordance with the law of the State of California.

In witness whereof, the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_.

X \_\_\_\_\_ (Agent's Signature) Bernard L. Robins, JD, CLU, Executive Vice President