

## **Ameritas Solicitor Forms**

We need the following forms completed in order to get you appointed with Ameritas as a Solicitor under an already contracted Corporation. You can submit these forms with your first application.

### **Producer to Complete**

- ◆ Producer Application (ULC-2 Rev 3-13)
- ◆ Disclosure and Authorization to Obtain Consumer Report (ULC 5 Rev. 7-14 Page 1 of 3)
- ◆ Compliance with Market Conduct Guidelines (DST 2005 4-14)
- ◆ Signed Optional Producer Annualization Authorization Agreement (ULC 204 Rev. 4-16)
- ◆ Copy of Resident State Insurance License
  - Include copy of out of state license **only** if case is written out of state
- ◆ Copy of E and O Declaration Page
  - **Must have the Producer's Name on the E & O Dec Page**

Please don't hesitate to contact us with any questions.



The Christensen Agency – Disability Insurance Brokerage  
888-298-7500 704-544-0405 FAX 704-544-1706  
P.O. Box 471208 Charlotte NC 28247  
7401 Carmel Executive Park Drive, Suite 205 Charlotte NC 28226  
[www.thechristensenagency.com](http://www.thechristensenagency.com)

## Pre-Appoint States

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



According to State Law, ALL Licensing/Appointment procedures must be COMPLETE AND FINALIZED **PRIOR** to the agent soliciting any product to the public in these states. If an agent submits an application(s) prior to the appointment process being completed, the application will be withdrawn. If money was received with the application(s), the money will be returned to the client.

Pennsylvania

## 15-Day Appoint States

States that allow solicitation **prior** to filing the notice of appointment. If business is received, the appointment paperwork must be dated on or before the date the business was written. **NOTICE OF APPOINTMENT MUST BE FILED WITH THE STATE WITHIN 15 DAYS FROM THE DATE THE POLICY APPLICATION IS SIGNED.**

Alabama	Louisiana	New Hampshire	Utah
Arkansas	Maine	New Jersey	Vermont
California (14)	Massachusetts	New Mexico	Washington
Connecticut	Michigan	New York	West Virginia
Delaware	Minnesota	North Carolina	Wisconsin
Georgia	Mississippi	Oklahoma	Wyoming
Hawaii	Montana	South Carolina	
Idaho	Nebraska	South Dakota	
Kentucky	Nevada	Tennessee	

## 30-Day Appoint States

States that allow solicitation **prior** to filing the notice of appointment. If business is received, the appointment paperwork must be dated on or before the date the business was written. **NOTICE OF APPOINTMENT MUST BE FILED WITH THE STATE WITHIN 30 DAYS FROM THE DATE THE POLICY APPLICATION IS SIGNED.**

District of Columbia	Kansas	Texas
Florida (45 days)	North Dakota	Virginia
Iowa	Ohio	

## States That Do Not Require Appointments

Alaska	Illinois	Missouri
Arizona	Indiana	Rhode Island
Colorado	Maryland	Oregon

## Issue State / Resident State Requirements

The Company would like to clarify their position regarding the licensing requirements for selling our products. **These requirements apply to the state of solicitation as well as the policy owner's state of residence.**

Effective November 1, 2007, regardless of where the application is signed, these basic requirements regarding the resident state apply:

- Both the registered representative and the supervising Broker/Dealer must be appropriately licensed and appointed in the policy owner's state of residence and the state of solicitation (where the application is signed).
- Both the registered representative and the supervising Broker/Dealer must be FINRA registered in the Policy owner's state of residence and the state of solicitation.
- Ameritas Life must be admitted for selling business in the policy owner's state of residence and the state of solicitation.
- For agents registered with Ameritas Investment Corp. for variable products, the agent must be licensed and appointed in the policy owner's state of residence and **FINRA registered** in the policy owner's state of residence and the state of solicitation.

These requirements must be completed in accordance with the various state solicitation rules and other state rules that may apply.

# Producer Application

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



Legal Name (Last, First, Middle) \_\_\_\_\_ Nickname \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ Professional Designations (CLU, ChFC, other) \_\_\_\_\_

Fax Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_

Residence Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Residence Telephone \_\_\_\_\_

Business Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Business Telephone \_\_\_\_\_

Your E-mail Address \_\_\_\_\_ Web Page Address \_\_\_\_\_

Where is mail to be delivered?  Business  Residence

Are you currently or have you ever been a registered representative or a registered investment advisor? If yes, with whom? \_\_\_\_\_

**Do you plan to change your current Broker/Dealer affiliation or become a newly registered representative of Ameritas Investment Corp?** . . . . .  Yes  No

If you become a registered representative with Ameritas Investment Corp. are you interested in contracting your corporation for Broker/Dealer activities? If Yes, additional paperwork is required. . . . .  Yes  No

### BONDING, SECURITIES AND INSURANCE QUESTIONS.

If the answer to any of the following questions is "Yes," you must submit a detailed explanation of each issue/obligation, including documented repayment terms.

1. Do you now owe any money to another insurance company or have you ever discontinued selling for another insurance company when you were indebted to the company? . . . . .  Yes  No
2. Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts? . . . . .  Yes  No
3. Have you had or are you currently involved in any personal or business tax liens, suits, judgments, collections or charged off debt? . . . . .  Yes  No
4. Has any insurance company ever terminated any agency, agent or broker contract with you for any reason other than insufficient sales? . . . . .  Yes  No
5. Have you ever had any charges or complaints filed against you by any state insurance department or other entity? . . . . .  Yes  No
6. Has any person ever complained to an insurance department or other agency about your conduct as an agent? . . . . .  Yes  No
7. Has your insurance license ever been suspended or revoked or have you ever been denied a license? . . . . .  Yes  No
8. Have you ever been charged with or convicted of a felony? . . . . .  Yes  No
9. Have you been charged with or convicted of a misdemeanor in the past 5 years? . . . . .  Yes  No
10. Are you now bonded to handle money belonging to others? . . . . .  Yes  No  
If yes, with whom? \_\_\_\_\_
11. Has a bonding company ever denied, paid out on, revoked or refused to bond you? . . . . .  Yes  No
12. Do you have professional liability or errors and omissions insurance? . . . . .  Yes  No  
If yes, enter insurer's name and amount of coverage: \_\_\_\_\_

**The following questions do not need to be completed for Producers applying under the Broker Contract or Brokerage General Agent contract. If yes to questions 12 or 13, please provide an executed copy of the applicable agreement(s).**

13. Are you subject to any contractual restrictions with any other company regarding recruiting or soliciting business or agents?  Yes  No
14. Are you subject to any confidentiality or non-disclosure agreement? . . . . .  Yes  No

**I verify that my answers to these questions are true and complete to the best of my knowledge.**

Signature of Agent \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**I have reviewed the statement signed by \_\_\_\_\_ and believe it to be true and complete to the best of my knowledge.**

Signature:  Agency Manager  RVP \_\_\_\_\_ Printed Name:  Agency Manager  RVP \_\_\_\_\_

# Disclosure and Authorization to Obtain Consumer Report

## A Consumer Report Will Be Obtained

**For use with the following: Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York, and Ameritas Investment Corp., collectively referred to as “the Company”.**



I understand that the Company will utilize the services of an investigative consumer reporting agency to obtain a consumer credit report/ investigative consumer report as part of the procedure for processing my application for appointment as a field representative with the Company.

The nature and scope of the investigation sought is as follows: to provide applicable information concerning my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

I understand I have the right to visually inspect the files concerning me maintained by an investigative consumer credit reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person if I appear in person and furnish proper identification; I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified address. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer credit reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. Examples of proper forms of identification are valid driver's license, social security account number, military identification card and government issued IDs.

I also understand that before I am denied appointment based, in whole or part, on information obtained in the report, I will be provided a copy of the report and a description in writing of my rights under the Federal Fair Credit Reporting Act.

This consent will not affect my ability to question or dispute the accuracy of any information contained in my credit report. I understand if I disagree with the accuracy of any information in the report, I must notify the Company within five business days of the report that I am challenging information in the report. The Company will not make a final decision on my status until after I have had a reasonable opportunity to address the information contained in the report.

## Application Authorization to Obtain Consumer Report and Other Information

I, the undersigned Applicant, do hereby consent to this investigation and authorize the Company to procure a consumer report and investigative consumer report on my background as stated above from a consumer agency and/or investigative consumer reporting agency, which will be used in whole or in part as a factor in establishing my eligibility for appointment as a field representative with the Company.

Further, I authorize the Company to retrieve and review any and all regulatory and criminal records submitted on my behalf, including records maintained on the Central Registration Depository (“CRD”) system by prior employers (broker/dealers and registered investment advisors).

This authorization shall remain on file and serve as an ongoing authorization for you to obtain such records about me.

I also acknowledge that I have received the summary of my rights under the Fair Credit Reporting Act. Further, I acknowledge that I have received and read the “Disclosure That A Consumer Report Will Be Obtained” above and I am providing my authorization herein voluntarily.

I understand that as part of the Company's procedure for processing my application and/or evaluating me for contract and licensing purposes, a routine inquiry may be made whereby information is obtained through personal interviews and background checks with third parties, including, but not limited to, family members, employers, business associates, financial sources, landlords, public agencies, friends, neighbors, or others with whom I am acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. It may include obtaining information covering up to: the last seven years regarding my credit background, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, and criminal conviction records consistent with federal and state law; and the last ten years regarding bankruptcies. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the inquiry. My signature below operates to release from all liability and responsibility those parties supplying information to the Company and I authorize the Company to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to the Company investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation.

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

Applicant Name (printed) \_\_\_\_\_ Social Security No. \_\_\_\_\_

**FOR CALIFORNIA, MINNESOTA AND OKLAHOMA LICENSED AGENTS ONLY:** I have the right to request a copy of my consumer credit report from the consumer credit reporting agency by checking the box icon below.

I wish to receive a copy of the consumer credit report. (Check box only if you wish to receive a copy.)

I further understand that I shall receive a copy of any investigative consumer credit report obtained by the Company, and information on who issued the report and how to contact them, either at the time of any meeting or interview between the Company and me or within seven days of the date the Company receives the report, whichever is earlier.

Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006

## A summary of your rights under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies, including credit bureaus and speciality agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to:**

Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552-0003.

### You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from each nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some instances, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may sue them in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

States may enforce the FRCA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

## Type of Business

## Contact

1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.	c. FDIC Consumer Repsonse Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal credit unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4. Creditors subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small business investment companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, finance companies, and all other creditors not listed above	FTC Regional Office for foreign in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357

## compliance with market conduct guidelines

Ameritas takes seriously our commitment to the principles and guidelines presented in this publication. Should you become aware of a violation of one or more of the principles, guidelines or policies presented in this guide, it is your responsibility to report the violation to the home office. Reports, preferably in writing, are to be made to the corporate compliance officer for Ameritas. All reports will be handled in the strictest confidence and will be investigated.

Failure to comply with the requirements and responsibilities outlined in this guide or violation of any law will be subject to appropriate, case-specific disciplinary or development action. Also, please be aware that the acts or omissions described in this booklet do not constitute an exclusive list of the reasons for termination for cause.

### Questions and Approvals

Questions on the topics and issues in this guide may be directed to the corporate compliance officer for Ameritas. Whenever a situation requires interpretation and/or approval under these guidelines, you should keep a record of the interpretation or approval in your files.

### Instructions

It is understood and agreed that no employment rights are created by executing the undersigned document. When viewing the electronic version of the guide, please print a copy from Producer Workbench and complete the section below. Completed forms for home office employees should be sent to human resources. Field personnel and producers should forward completed forms to field administration.

I, \_\_\_\_\_, have read and fully understand this Guide to Market Conduct. I agree to follow, uphold, support and promote these rules of professional ethical behavior.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

#### For Field Associates Only:

\_\_\_\_\_  
Agency and Location

\_\_\_\_\_  
Agency Number

\_\_\_\_\_  
Agent Number

# Producer Annualization Authorization Agreement

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



Producer Name	Producer Number
Agency Name Christensen-Charlotte DI Center	Agency Number 5631

## Eligible Products

This Producer Annualization Authorization Agreement ("Agreement") shall apply to any product of Ameritas Life Insurance Corp. or Ameritas Life Insurance Corp. of New York (collectively, "Ameritas") designated by Ameritas ("Eligible Product") in its Annualization Policy which is published on Producer Workbench and incorporated herein by reference. The Eligible Products may be changed from time-to-time by Ameritas in its sole discretion.

## Eligible Compensation

This Agreement shall apply to any first-year compensation designated by Ameritas in its Annualization Policy and payable under the terms of the producer contract between the producer named below ("Producer") and Ameritas ("Contract"). This Agreement is subject to the Contract's terms and conditions.

## Request for Annualization of Eligible Compensation

The Producer hereby requests that 100 percent of the first 12 months' worth of any Eligible Compensation ("Annualized Comp") be paid in advance ("Annualized") on any Eligible Product sold by the Producer. Annualized Comp shall be calculated on the basis that the Eligible Product's annual premium, which is defined as the Eligible Product's scheduled monthly premium multiplied by 12 ("Annualized Premium"). Annualized Comp shall be limited to maximum amounts of the Producer's outstanding Unearned Compensation, defined below, which are contained within the Annualization Policy and set by Ameritas in its sole discretion.

## Chargeback of Annualized Comp

Pursuant to the Contract's "Lien for debts" provision, the Producer agrees to repay any Annualized Comp to Ameritas in the following circumstances ("Chargeback"):

- (1) The total premium paid on an Eligible Product effective within the first 12 months of its issuance ("Paid Premium") is less than its Annualized Premium; or
- (2) An Eligible Product's premium mode is changed from a mode that is eligible for Annualized Comp under the Annualization Policy to a mode that is not eligible for Annualized Comp.

Upon a Chargeback of Annualized Comp under these sections (1) or (2), Annualized Comp shall be repaid in an amount equal to the extent Annualized Comp exceeds the compensation that would have otherwise been paid to the Producer had the Eligible Product not been Annualized ("Unearned Compensation").

## Withholding of Compensation

Pursuant to the Contract's "Lien for debts" provision, the Producer hereby consents to Ameritas's retention of any and all future compensation payable to the Producer under the Contract, or any other future contract between the Producer and Ameritas, in order to satisfy any Chargeback arising under this Agreement.

## Producer/Manager Guaranty

The Producer's obligation to repay any Chargeback under this Agreement shall be subject to any personal guaranty of the Producer contained within the Contract. Additionally, the Manager named below unconditionally guarantees the Producer's obligation to repay any Chargeback to Ameritas arising under the Agreement, and consents to Ameritas's retention of any and all future compensation payable to the Manager under any existing or future contract between the Manager and Ameritas ("Manager Contract") in order to satisfy it without Ameritas having to first exhaust its legal remedies against the Producer. The Manager's guaranty shall be subject to the Manager Contract's "Lien for debts" provision as well as to any personal guaranty contained within the Manager's Contract.

## Producer's Liability for Manager's Guaranty

The Producer shall be fully liable to the Manager for any sums paid by the Manager to Ameritas for debts incurred by the Producer under this Agreement.

## Termination

Ameritas, which hereby acknowledges its acceptance of the Producer's request for Annualized Comp, may terminate this Agreement at any time without notice. Additionally, either the Manager or the Producer may terminate this Agreement by notifying Ameritas in writing.



## Acknowledgement

Ameritas, the Manager and the Producer acknowledge their concurrence to the terms of the Agreement effective on the date last acknowledged below:

### Producer (if individual)

\_\_\_\_\_  
Printed Name

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Producer (if business entity)

\_\_\_\_\_  
Printed Name of Business Entity

\_\_\_\_\_  
Printed Name and Title of Business Representative

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Manager (if individual)

\_\_\_\_\_  
Printed Name

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Manager (if business entity)

\_\_\_\_\_  
Printed Name of Business Entity

\_\_\_\_\_  
Printed Name and Title of Business Representative

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### On behalf of the Ameritas:

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

By:



Sandra Crum

2nd Vice President, Field Relations