



## PROTECTIVE LIFE Contracting Checklist

Agent/ Agency: \_\_\_\_\_

Direct Upline: \_\_\_\_\_

### Documents To Be Completed & Returned:

- Agent Transmittal
- Agent Application
- Authorization and Certification of Statements
- W-9 Form
- Individual State License(s)
- Corporate State License(s) (If Applicable)
- Proof of E&O
- Assignment of Commissions (OPTIONAL) *(For assigning commissions to agency, but the agent will be responsible for the 1099.)*
- Independent Agents Annualization Agreement (OPTIONAL)
- Commission Direct Deposit w/Voided Check (OPTIONAL)

### SEND TO:

**Mail:** Attention: Life Licensing  
American Brokerage Services  
803 East Willow Grove Avenue  
Wyndmoor, PA 19038  
**Email:** [lifesubmission@absgo.com](mailto:lifesubmission@absgo.com)  
**Fax:** (215) 233-3140



# Protective

Life Insurance Company

## Agent Transmittal

**Type of Contract:**

- New - For type of contract refer to the Agent Application**
- Contract Change: Agent Number** \_\_\_\_\_
- Direct Marketer**

<u>Hierarchy:</u>	<u>Name</u>	<u>Agent Number</u>
Brokerage General Agent	_____	_____
Sub Brokerage General Agent	_____	_____
Recruiting Agent	_____	_____
Producing Agent	_____	_____
Soliciting Agent	_____	_____

If Soliciting Agent, Pay Commissions To: \_\_\_\_\_  
 A Solicitors hierarchy will mirror where commissions are paid.

**Send Mail to:** (Check One)  The BGA  The Agent  The SubBGA

**For rates please consult your Commission Summary Grid. Dual Contracting rules apply.**

**SubBGA Schedules:** (Check One)  (A)  (B)  
 Schedules offered are A or B for Life and default to A for Annuities

**Recruiter Schedules:** (Check One)  (A)  (B)  (C)  
 Schedules A, B and C can be recruiter schedules.

**Agent Commission Schedule:** (Check One)  (A)  (B)  (C)  (D)  
 If schedule A is selected and the agent is not a Solicitor, they will automatically be setup as a Recruiter.  
 (E)  (F)  (G)  (H)

**Annualization:**  Yes  No (Check One)  (50%)  (75%)  (100%)  
 If Yes, BGA must complete Life Commission Annualization/Chargeback Addendum (ANN-PL 8/11) and the Independent Agent Annualization Agreement (PL Agent Annualization Agreement 07/2011).

**Special Instructions or Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ BGA/SubBGA Name

*E-mail all documents to [plbcontracting@protective.com](mailto:plbcontracting@protective.com) or fax to 205-268-6831.*

Type of Contract: (choose one)

- Business
- Business with Soliciting Principal
- Individual
- Solicitor

# Protective

## Life Insurance Company

### Agent Application

First Name/Middle Name/Last Name	Preferred Name	Birth Date (mm/dd/yyyy)	Place of Birth
Social Security No. ____ - ____ - _____		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
If this application is for a Corporation, please supply Tax ID: ____ - _____		Spouse	
Email Address (Mandatory)		Designations: <input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> CFP <input type="checkbox"/> MDRT <input type="checkbox"/> NQA <input type="checkbox"/> Other	
If Soliciting Agent, Pay Commissions To: _____			
Business Name (If Applicable)		Business Type (Inc., Sole Proprietor, Partnership):	
Business Mailing Address		Business Street Address (If Different)	
Street / P.O. Box		Street / P.O. Box	
Suite		Suite	
City State Zip		City State Zip	
Residence		Residence Phone ____ - ____ - _____	
Street / P.O. Box		Business Phone ____ - ____ - _____	
Suite		Business 800 Number ____ - ____ - _____	
City State Zip		Business Fax Number ____ - ____ - _____	
What is your target market? <input type="checkbox"/> Middle <input type="checkbox"/> Upper Middle <input type="checkbox"/> Other		Business Fax Number ____ - ____ - _____	
How many years have you been licensed? _____			

**Read carefully and please answer the following:**

**If any changes occur after the date of this application, please notify Protective Life immediately.**

I agree

1. Have you ever been or are you currently contracted with Protective Life Insurance Company?

Yes     No

2. Do you hold a Securities license?

Yes     No

*If "Yes", please provide your Broker/Dealer name.*

3. May Protective Life publicize your name and photo in Company publications?

Yes     No

4. Is your agency owned by a bank or credit union or will sales of the life or annuity products be transacted in a bank or credit union?

Yes     No

*If "Yes", please explain.*

5. Are you currently, or have you ever been a party to a lawsuit, arbitration or other legal or judicial proceeding?

Yes     No

*If "Yes", please explain.*

6. Have you ever had an insurance license denied, revoked or suspended?

Yes     No

*If "Yes", please explain.*

7. Are you currently being investigated or have you ever had any disciplinary action taken against you or terminated other than for lack of production by another insurance company, a state insurance department, the NASD, SEC or any other regulatory authority?

Yes     No

*If "Yes", please explain.*

8. Have you ever filed for bankruptcy or do you currently owe any money to or have a debit balance with another insurance company?

Yes  No

*If "Yes", please explain.*

9. Have you ever been convicted of (or plead no contest to) a felony or misdemeanor?

*\*The Federal Violent Crime Control & Law Enforcement Act of 1994 prevents people who have been convicted of a felony from participating in the business of insurance.*

Yes  No

*If "Yes", please explain.*

10. Have you ever had a claim against your errors and omissions policy?

Yes  No

*If "Yes", please explain.*

11. Have you had a complaint filed against you in the past ten years that resulted in a fine or penalty, censure, cease and desist order, or consent order?

Yes  No

*If "Yes", please explain.*

12. Have you completed Anti-Money Laundering in the past 24 months?

Yes  No

*If Yes, with whom? Please attach certificate if other than LIMRA.*

**Weekly Direct Deposit for Commissions: (Preferred method) Yes \_\_\_ No \_\_\_. If Yes, complete the PL-DIR-DEP 08/2011 form and attach. (Producers not on Direct Deposit will be sent a check only at month end. A minimum commissions payable amount of \$100 is required before a check will be sent.)**

**Errors & Omissions Coverage**

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

Liability Amount: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

***I attest I will maintain Errors and Omissions insurance with a liability limit of \$1,000,000 or greater. I also agree to provide evidence of such coverage to the Company when requested. Failure to maintain adequate Errors and Omissions coverage may result in the suspension or termination of this Agreement.***



## Authorization and Certification of Statements

I hereby apply to Protective Life Insurance Company ("Protective") to sell life and other insurance products. If this application is accepted, I agree to solicit business for Protective in accordance with the terms of the Independent Agent Agreement or the Independent Soliciting Agent Agreement, the terms of which are incorporated into this application by reference. I agree Protective has no obligation to approve this application and I release Protective from all liability if it does not contract me. I agree to take all steps reasonably necessary to become and remain knowledgeable about all Protective products that I sell. **I agree not to solicit business for Protective until I am properly licensed and/or appointed, unless allowed by law to do so in a given state.**

Protective is committed to providing customer-focused service founded on our three preeminent values of Quality, Serving People, and Growth. Protective expects you to follow in the ethical conduct of business. Protective has also committed itself to uphold the ACLI Market Conduct Principles listed below. **Your signature below indicates your agreement to read and follow Protective's guidelines and the ACLI Market Conduct Principles. I further agree to follow the guidelines outlined in the Ethical Market Conduct Guidelines which are included in the complete contract packet.**

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 to 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 hereby certify that the statements contained in the Application are true and complete to the best of my knowledge and belief. I understand that any false statement on the application may be considered as sufficient cause for rejection of this application or for termination if such statement is later discovered to be false.

**I authorize Protective to obtain background information about me that includes, but is not limited to: a credit report, criminal background report, a report of debit balances with other insurance carriers, and a report of state, federal disciplinary actions against me. I understand that Protective will use this information to determine my suitability to represent Protective.**

**Information furnished in this application or derived from other sources may be shared with individuals and entities involved in your recruitment to Protective. I understand that background information gathered about me will not be shared with me, and that in the event my application is denied, I may request copies of my background information provided to Protective by reporting agencies directly from those agencies.**

**I agree that authorizations granted herein will continue as long as I am contracted with Protective.**

**I understand that the Independent Agent Agreement/Independent Soliciting Agent Agreement contains a binding arbitration provision that may be enforced by the parties, and that by signing below I am giving up any rights I may possess to have any dispute under this application and Independent Agent soliciting agreement litigated in a court or jury trial.**

\_\_\_\_\_ Date

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



## INDEPENDENT AGENTS ANNUALIZATION AGREEMENT

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Entered into this day of \_\_\_\_\_ between PROTECTIVE LIFE INSURANCE COMPANY and  
(date) (herein referred to as Company)

\_\_\_\_\_  
(herein referred to as Agent)

- 1) The Company agrees to make certain advances against first year commissions resulting from new business personally produced by the Agent.
- 2) Payments to the Agent will be made on policies issued and paid for at the home office of the Company on the following basis:
  - a. Only policies on monthly pre-authorized withdrawal will be annualized.
  - b. Maximum commission advance on any one case will be \$7,500.
  - c. Agents must be on direct deposit.
- 3) This financing arrangement will apply to all new business **except** annuities, group insurance, special marketing programs and business on the life of the Agent and the Agent's immediate family.
- 4) The agent acknowledges that all amounts paid to the Agent in excess of the Agent's commission on the amount actually paid by the policyholder will constitute a debt to the Company and to guarantor, if named below. In the event of termination of the Independent Agent's Agreement, the amount of the loan then outstanding will immediately become a demand note (irrespective of any commission which may be payable after termination) and will bear interest at the rate of 8% per annum until the entire indebtedness has been liquidated.
- 5) The Company will have the right to apply any commission thereafter accruing to Agent against the loan. Nothing contained in this Agreement will be construed as an amendment to the Independent Agent's Agreement.
- 6) Both parties reserve the right to terminate this Agreement at any time.

\_\_\_\_\_  
**Agent Signature**

\_\_\_\_\_  
Barry K. Brown, 2nd Vice President  
Licensing, Contracting and Compensation  
PROTECTIVE LIFE INSURANCE COMPANY

I guarantee the repayment to the Company any and all sums, which the Company may from time to time advance to the Agent, named above in accordance with the terms of the above Agreement. I consent to any and all extensions of time, which the Company may grant to the Agent from time to time for repayment of such sums.

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
Date



## Life Commission Annualization/Chargeback Addendum

This Addendum is hereby made a part of the Brokerage General Agent (BGA) agreement and you and Protective Life Insurance Company (Company), and is subject to all terms and conditions of the Agreement.

### 1. Annualization

The Company agrees to annualize first-year commissions that would otherwise be payable to your agents subject to the following provisions:

1. Annualized commission shall only be paid on policies actually issued by the Company on which the first premium is paid.
2. Commissions shall be annualized only on premium payment modes approved by the Company. Commissions on modes not approved for annualization shall be paid to your agent as premiums are received by the Company. Commissions shall not be annualized on direct pay modes or on post-dated checks.
3. The maximum annualized commissions payable under this Addendum shall be subject to any per policy, monthly, or other maximums, restrictions or guidelines established by the Company.
4. The Company reserves the right to change, alter or modify its policies and procedures regarding the annualization of commissions at any time.

### 2. Indebtedness

If a policy on which annualized commissions have been paid lapses, is not taken, is cancelled, is otherwise terminated, does not become effective for any reason, or is changed to a non-annualized mode of premium payment within the first policy year, all unearned commissions shall be charged back to your agent and shall be considered to be an indebtedness owed to the Company. If after 60 days, a debit balance has not been cleared from other commission payments or paid back by your agent, we will deduct that amount from your commission payments per your Brokerage General Agent Agreement.

In the event a fixed life insurance policy shall terminate within six months from issue, the full compensation paid thereon shall be charged back. In the event a termination takes place after the sixth month and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back.

Agent Name: (Please Print) \_\_\_\_\_ Agent # \_\_\_\_\_

BGA Name: (Please Print) \_\_\_\_\_

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



# Protective Life Insurance Company

## 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 PROTECTIVE LIFE INSURANCE COMPANY dated \_\_\_\_\_ and all supplements and amendments, if any, for agent # \_\_\_\_\_.

Payment of said commission to the Assignee shall discharge PROTECTIVE 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 PROTECTIVE 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 PROTECTIVE LIFE INSURANCE COMPANY from the Assignor, and is also subject to prior assignment of interest in the commissions herein assigned.

**This Agreement will remain in effect until revoked by the Assignee by giving written notice to the Company.**

**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.**

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Signature of Assignor

Date

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

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Barry K. Brown, 2nd Vice President  
Licensing, Contracting and Compensation  
PROTECTIVE LIFE INSURANCE COMPANY

Date



## COMMISSION DIRECT DEPOSIT

**For Business or Individuals receiving commission, please complete this form.**

*With Protective Life's Commission Direct Deposit, your commission earnings will be deposited directly into the account specified below.*

This authority will remain in effect until Protective Life Insurance Company has received written notification from me that I wish to discontinue participation in the Commission Direct Deposit program.

Please complete this form and return it to the following address:  
***(Soliciting Agents should not complete this form.)***

Protective Life Insurance Company  
Commission Service Department  
E-mail: plbcontracting@protective.com  
Fax: (205) 268-3169

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### Commission Direct Deposit Authorization

I authorize Protective Life Insurance Company to initiate entries and to initiate, if necessary, a debit entry for any credit entry made in error to the account listed below.

\_\_\_\_\_  
Financial Institution Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Routing Number

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# 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.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## 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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.