



## FIDELITY & GUARANTY (Life & Annuity) Contracting Checklist

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

Direct Upline: \_\_\_\_\_ Agent #: \_\_\_\_\_

### Documents To Be Completed & Returned:

- Producer/ Agency Form [ADMIN 5477]
- Fair Credit Reporting Act Disclosure and Authorization for Employment Purposes [ADMIN 5477]
- W-9 Form
- Individual State License(s)
- Corporate State License(s) (If Applicable)
- Authorization Agreement for Direct Deposit to Savings or Checking Account [ADMIN 4955] w/ Voided Check (OPTIONAL)
- Annualization Addendum to General Agent's or General Producer's Agreement [ADMIN 5512] (OPTIONAL) (*ONLY AVAILABLE FOR LIFE CONTRACTS*)
- Agent Transfer Request [ADMIN 5224] (OPTIONAL)

### I AM INTERESTED IN BEING CONTRACTED FOR...

- LIFE & ANNUITY
- LIFE ONLY
- ANNUITY ONLY

### SEND TO:

**Mail:** Attention: Licensing  
American Brokerage Services  
803 East Willow Grove Avenue  
Wyndmoor, PA 19038

**Fax:** (215) 233-3140

# Agent Appointment Instructions

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Agents must complete a Producer Information Form from either a Managing General Agent or one of our field representatives. The compensation arrangement received will depend upon the level of committed production.

To ensure proper and timely contracting, it is important that you provide complete, accurate information. Attach all required documentation and/or fees. Make sure you read and understand the Market Conduct Guide. Keep all appointment documentation together, and submit the completed package to your recruiting General Producer:

- **Signed and completed Producer Information**

**Note:** Licensed Agents that sell annuities should include a copy of their current Continuing Education Certificate (both General CE & Annuity Suitability CE (if applicable)). Producer Information Form should be completed and signed for all individuals and/or agencies, corporations who are to receive payment of agent compensation directly from Fidelity & Guaranty Life. Agents who wish to have their commissions assigned to their agency should also complete the producer information form; corporation or who are principals of an agency/corporation complete this form. Be sure to indicate those states you wish to be appointed. Sign and complete W9.

- **Electronic Funds Transfer** (EFT direct deposit form) - Complete and sign the Authorization Agreement for Direct Deposit form and enclose a voided check or deposit slip.
- **Anti-Money Laundering Certification** (AML) – All agents are required to complete the AML training, provide proof of completion.
- **Submit a copy of your Errors & Omissions (E&O) certificate of coverage** with your signed contracting paperwork.

E&O coverage is mandatory in:

<b>Alabama</b>	<b>Massachusetts</b>	<b>Rhode Island.</b>
<b>Kentucky</b>	<b>Mississippi</b>	

### Mandatory License for Overrides

Agents are required to be appointed by Fidelity & Guaranty Life Insurance Company in those states that they solicit business, both resident and non-resident license. Non-resident licensing is required for any overrides, which are paid in:

<b>Alabama</b>	<b>Louisiana</b>	<b>New Mexico</b>	<b>South Carolina</b>
<b>Florida</b>	<b>Mississippi</b>	<b>New York</b>	<b>Utah</b>
<b>Kentucky</b>	<b>Montana</b>	<b>Pennsylvania</b>	<b>West Virginia</b>

### Sensitive States

States have guidelines on whether or not an agent can solicit business prior to appointment date.

We designate states that have restrictions as "Sensitive States". These states include:

<b>Alabama</b>	<b>Iowa</b>	<b>North Carolina</b>
<b>District of Columbia</b>	<b>Louisiana</b>	<b>Pennsylvania</b>
<b>Georgia</b>	<b>New Mexico</b>	<b>Utah</b>

Fidelity & Guaranty Life pays all state appointment fees and renewal fees.

### General Continuing Education

Insurance companies are to confirm that all Continuing Education requirements are fulfilled prior to Agent's soliciting business for certain states. Fidelity & Guaranty Life will not process agent appointment in these states until the current Continuing Education Certificate has been received. In addition, Fidelity & Guaranty Life will not accept new business until the Continuing Education requirements have been received for the appointment to be processed.

These states are:

<b>California</b>	<b>Iowa</b>
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### Annuity Suitability Certifications

\*Fidelity & Guaranty Life will not process agent appointments or accept new business until we have received the current Annuity Suitability Certification. A list of these mandatory states can be found on our website under our training tracker on the [State Regulatory Guidelines for Training](#) matrix. **Note: \*Any business received prior to the completion of the required courses will be returned.**

Agent appointment packages MUST be signed and submitted by your up-line and/or MGA (Master General Producer)

Questions about these procedures should be referred to Sales Support at (800-445-6758, prompt 1).

# Producer/Agency Form



**Producer  
Agency**

**Fidelity & Guaranty Life Insurance Company  
Fidelity & Guaranty Life Insurance Company of New York**

**Instructions:**

- Step 1. Complete, Sign and Date this Form. If you are a corporate principal, complete a separate form for the corporation. Forward the form(s) to your appointing agency.
- Step 2. Appointing General Agencies, please complete the bottom portion of the Form authorizing the hierarchy set up and compensation.
- Step 3. Once contracted and you have been given access to SalesLink, you will be asked to sign additional Agreements via an electronic signature.

MGA Name: \_\_\_\_\_ MGA Number: \_\_\_\_\_  
MGA Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Producer/Agency Information**

Producer/Agency Name: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Residence Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Corporation TIN Number: \_\_\_\_\_  
Gender: M F Agency  
Resident State License No.: \_\_\_\_\_

Attach additional non resident licenses in which you wish to be appointed.

Broker Dealer Name: \_\_\_\_\_

Life Target Premium - Previous 12 Months: \$ \_\_\_\_\_  
FG Life Premium - Next 12 Months: \$ \_\_\_\_\_

Fixed/Fixed-Indexed Annuity Premium - Previous 12 Months: \$ \_\_\_\_\_  
FG Annuity Premium - Next 12 Months: \$ \_\_\_\_\_

- 1. Have you ever filed for bankruptcy? Yes No
- 2. Have you ever been the subject of any complaint related to the solicitation or sale of any insurance product(s), securities or any financial product or service, in any jurisdiction? Yes No
- 3. Have you ever been the subject of any investigation or proceeding by any insurance or securities regulator in any jurisdiction? Yes No
- 4. Have you ever been accused of or charged with any improper conduct related to the solicitation or sale of any insurance product(s), securities or any financial product or service? Yes No

- 5. Have you ever been *alleged* to have engaged in any fraud? Yes No
- 6. Have you ever been *found* to have engaged in any fraud? Yes No
- 7. Have you ever been convicted of any crime? Yes No
- 8. Have you ever been barred, fined or disciplined by any insurance, securities or other regulator in any jurisdiction? Yes No
- 9. Have you ever had your license to offer or sell insurance products or securities suspended or revoked in any jurisdiction? Yes No
- 10. Do you hold a current Certificate of Continuing Education for California and/or Iowa? Yes (Please attach a copy) No
- 11. Have you taken the AML training course? Yes No (If not, you are required to complete the LIMRA AML training course and will be entered into the LIMRA database.)

**If the Answer to any question from 1-9 above is yes, please attach an explanation. Additional information such as supporting documents may be required.**

By signing below, I: (i) certify that all of the information provided on this form is true and correct and I acknowledge that my failure to provide truthful and accurate information is a valid basis for the immediate termination of my relationship with Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York (the "Company" in reference to either or both, as applicable), for cause; (ii) acknowledge that I have received, read, and will comply with the Company's Code of Ethical Conduct and Market Conduct Guide, and that I have received, read, and agree to be bound by the terms of the Company's Producer/Agency Agreement (each as amended from time-to-time). I understand that I can access all of these documents on SalesLink.

Signature of Producer  
or Principal of Agency: \_\_\_\_\_  
Date: \_\_\_\_\_

**To be completed by the Appointing Agency**

Name of Agency: \_\_\_\_\_ AGA Code: \_\_\_\_\_  
Approved compensation level/contract type(s): \_\_\_\_\_  
Signature of Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Only Authorized forms can be faxed directly to Fidelity & Guaranty Life at 410.895.0129.**

**FAIR CREDIT REPORTING ACT DISCLOSURE AND  
AUTHORIZATION FOR EMPLOYMENT PURPOSES**

Please be advised that a consumer report or investigative consumer report may be obtained from a consumer reporting agency for the purpose of evaluating you for employment, promotion, reassignment, or retention as an employee. This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. Some of this information may be obtained by contacting and interviewing your present and previous employers or references supplied by you.

Please be advised that if interviews are conducted to obtain some of the above-described information, you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation.

You also have the right to request a written summary of your rights to obtain and dispute information in consumer reports and to obtain credit scores.

**By signing this form, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to Fidelity & Guaranty Life or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my employment.**

Agent Name/Principal of Agency Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Authorization Agreement for Direct Deposit to Savings or Checking Account

INSURER:

- FIDELITY & GUARANTY LIFE INSURANCE COMPANY  
 FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

I (we) hereby authorize FIDELITY & GUARANTY LIFE INSURANCE COMPANY or FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK ("FIDELITY & GUARANTY") to deposit my (our) commission payment with the financial institution identified below ("Bank") and the Bank to credit the same to my (our) account as described below. In the event that Fidelity & Guaranty notifies the Bank that funds to which I (we) am not entitled have been deposited to my (our) account by it in error, I (we) hereby authorize the Bank to return said funds to Fidelity & Guaranty upon demand, and agree to hold Fidelity & Guaranty harmless from any and all liability in connection therewith. Fidelity & Guaranty will process chargeback of commissions within its commission system, and only net commission due will be eligible for deposit to my (our) account.

Agent Number	Payee's Name (Please Print)	Bank Account Number		Bank Name
Bank Address	City	State	Zip Code	Bank Phone Number
ABA Transit / Routing Number (Lower left corner of your check)		Bank Account Type: <input type="radio"/> Checking <input type="radio"/> Savings		

This authorization is to remain in force until Fidelity & Guaranty has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Company and/or the Bank a reasonable opportunity to act on it. This authorization is governed by Maryland law, including Maryland Uniform Commercial Code.

\_\_\_\_\_  
Payee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Payee's Signature (if jointly paid, both parties must sign)

\_\_\_\_\_  
Date

Attach Voided Check Here

Return to **FIDELITY & GUARANTY LIFE INSURANCE COMPANY**: Fax No. 410-895-0129

Fidelity & Guaranty Life is the marketing name of Fidelity & Guaranty Life Insurance Company and, in New York only, Fidelity & Guaranty Life Insurance Company of New York. Only Fidelity & Guaranty Life Insurance Company of New York is authorized to sell insurance and annuities in New York.

Fidelity & Guaranty Life products are underwritten by Fidelity & Guaranty Life Insurance Company in all states and DC other than New York and, in New York Only, Fidelity & Guaranty Life Insurance Company of New York.

# Annualization Addendum to General Agent's or General Producer's Agreement

## INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

This Annualization Addendum to General Agent's or General Producer's Agreement (the "Addendum") is made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Fidelity & Guaranty Life Insurance Company (the "Company") and \_\_\_\_\_ ("you," "your," or "yours").

You and the Company agree that this Addendum will modify your General Agent's or General Producer's Agreement dated \_\_\_\_\_ (the "Agreement") as follows:

- Subject to the terms of the Agreement and this Addendum, the Company agrees to pay you, upon issuance of the policy, an initial commission(s) in the following percentage amount(s) \_\_\_\_\_ of the first year commission shown on your Compensation Schedule for all authorized life insurance policies sold by you (the "initial commission"). The balance of the first year commission shown on the Compensation Schedule, if any, shall be paid on an earned basis upon the Company's receipt of the premium in months 10, 11 and 12 of the first year of the policy.
- In the event of termination, for any reason, of a policy on which an initial commission has been paid under Paragraph 1 of this Addendum, there will be a chargeback as provided in the Compensation Schedule. The chargeback will be withheld from the next commission payment(s) due you until fully repaid. If there is insufficient activity to repay the amount of the chargeback within thirty (30) days, you must remit the balance to the Company within ten (10) days of the Company's written notice to you or the terms of Paragraph 8 of this Addendum will apply.
- The Company's agreement to pay initial commissions under this Addendum is subject to the following conditions and limitations:
  - The amount of the initial commission is limited to \$3500 for any one policy.
  - Premiums paid through payroll deductions and/or as a part of a grouping of payments made by one entity or individual (also known as "list bill") are not eligible for annualization.
  - Premiums on annuity contracts are not eligible for annualization.
  - You must maintain a yearly production of \$10,000 of paid annualized premiums on a pro rata monthly basis.
  - No commission shall be eligible for annualization unless the Company receives the required premium for the policy in full and all requirements for the issuance of the policy are fulfilled.
  - Payment of an initial commission under this Addendum is limited to policies paid by pre-authorized check and annual payment plans.
  - The chargeback provisions in the applicable Compensation Schedule continue to apply.
  - Any policies which name you, your spouse, relatives, friends, etc. as the insured are not eligible for annualization.
- In consideration for the privilege of receiving annualized commissions under this Addendum, the Company reserves the right to require, on thirty (30) days prior written notice, that you pay a fee in an amount not to exceed two percent (2%) of commission and/or two percent (2%) of your advanced commission balance.
- The Company reserves the right to modify or terminate this Addendum at any time upon written notice to you. The Company may terminate this Addendum without also terminating the Agreement. However, termination of the Agreement for any reason will automatically terminate this Addendum.
- In the event that the Company reasonably believes that you or your Agents/Producers are engaged in consistent internal replacement activity, the Company reserves the right to lower renewal commission rates on all business written with the Company.
- The Company reserves the right to hold commissions that would otherwise be paid under this Addendum if it has outstanding issues of conduct or performance that need to be resolved with you or your Agents/Producers.
- Upon termination of this Addendum or upon termination of any policy on which an initial commission was paid, there will be a chargeback as provided in the Compensation Schedule, which must be repaid by you within ten (10) days. If you fail to repay you debt to the Company, the Company has the right to pursue all legal and equitable remedies available to it in enforcing your obligations hereunder and collecting your debt, including without limitations, the following:
  - The Company has the right to setoff the amount it is owed against any commissions you earn from the Company or any of its affiliates.
  - The Company has the right to attach any commissions that you have earned or will earn in the future from the sale of insurance products for other companies.
  - The Company, at its sole option, may agree to allow you to repay the debt in twelve (12) consecutive equal monthly installments, together with interest on the unpaid principal balance at a fixed rate of the lesser of eight percent (8%) per annum or the maximum rate of interest allowed by law. Each payment shall be due on the first day of each month. All payments shall be applied first to interest and then to principal. You agree to execute a promissory note and loan agreement as the entire principal balance outstanding, together with all accrued and unpaid interest thereon, shall become immediately due and payable, in full, without notice or demand. In the event of default, you hereby authorize the Company, by its attorney or by the clerk of any court, to appear before any court of competent jurisdiction and to confess judgment against you in the full amount of your debt to the Company, plus all costs and expenses incurred by the Company in recovering any amount you owe, including attorneys' fees and court costs, if any, hereby waiving and releasing any and all rights of presentment, demand, protest, notice of non-payment and all rights of exemption, modification, appeal, vacation or stay of execution to which you may be entitled under the laws of the State of Maryland or the United States now in force or which may hereafter be passed.
- The amount of your debt to the Company under Paragraph 8 shall be increased to include the Company's costs and expenses to enforce this Addendum and recover the amount you owe, including without limitation, the Company's reasonable attorney's fees and court costs.
- The Company's failure to insist on strict compliance with this Addendum or to exercise any right or remedy shall not constitute a waiver of any rights contained in this Addendum or the Agreement, or prevent the Company from insisting on strict compliance or exercising any right or remedy in the future.
- This Addendum sets forth the entire agreement between the parties with respect to the subject of commission annualization and supersedes all prior or contemporaneous agreements and understandings, whether oral or written. This Addendum shall be governed by and construed under the laws of the State of Maryland, without regard to rules concerning conflicts of law.
- Except as expressly set forth in this Addendum, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their authorized representatives, under seal, on the dates indicated next to their respective signatures.

General Agent/Producer (type or print) and Agent/Producer Code No. \_\_\_\_\_

\_\_\_\_\_  
Signature/Date (SEAL)

\_\_\_\_\_  
Title

Approved: \_\_\_\_\_  
Master General Agent/Producer (type or print) and Agent/Producer Code No. \_\_\_\_\_

\_\_\_\_\_  
Signature/Date (SEAL)

\_\_\_\_\_  
Title

**Fidelity & Guaranty Life Insurance Company**

By: \_\_\_\_\_ (SEAL)  
Signature/Date

Its \_\_\_\_\_  
Title

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>										

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

<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).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<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.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Agent Transfer Request

INSURER:

FIDELITY & GUARANTY LIFE INSURANCE COMPANY

FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

I hereby authorize the Company (Fidelity & Guaranty Life Insurance Company or Fidelity & Guaranty Life Insurance Company of New York) to make the following changes to my existing agent or producer agreement. Please Note: A release is not required for agents who request reappointment under a new hierarchy following all guidelines noted below are met. Application sign dates will determine eligibility for release.

### LIFE Agents

- Contract Effective Date or Hierarchy Effective date is greater than 90 days and there has been no submitted business within the past three months.
- If an agent has been contracted over 90 days and there has been no production in the past 90 days the agent can move to a different hierarchy however must remain at the current compensation level for at least 3 months. The agent will need to remain at the compensation level for a period of three months before any increase will be considered. Any agent that becomes a non-producer for the purpose of moving hierarchies after the 90 day period will not be eligible to re-contract unless it is under the prior hierarchy.

### ANNUITY Agents

- Appointment date is greater than six (6) months and
- No submitted business within the past six (6) months

### Provision of Notice

Annuity and Life Agents wishing a release sometimes direct business to another carrier in an attempt to allow their association with a current MGA time to expire, this does not help the Company, the current MGA, or the prospective MGA.

- Effective immediately, we will recognize written notice from an agent informing us that he wishes to change his reporting relationship or gain release from his current MGA.
- Annuity Agents providing notice are still subject to a six (6) month waiting period, if the MGA refuses the release and they have written business in the last six (6) months.
- Life Agents providing notice are still subject to a ninety (90) day waiting period, if the MGA refuses the release and they have written business in the last ninety (90) days.
- Provision of notice allows the writing agent to continue writing business without extending the release horizon. In other words, if an annuity agent provides notice on 05/30/2011 that he/she wants to change hierarchies, and the up-line – MGA refuses the release, the agent may continue writing business and transfer without consent from his up-line effective December 1, 2011. If a life agent provides notice on 05/30/2011 that he/she wants to change hierarchies, and the up-line – MGA refuses the release, the agent may continue writing business and transfer without consent from his up-line effective September 1, 2011. The agent will be required to submit the completed transfer form after the wait period expires to actually trigger the transfer request.

Agent Name: \_\_\_\_\_

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

Agent Address: \_\_\_\_\_

Agent Email Address: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Agent Phone: \_\_\_\_\_

Agent Fax: \_\_\_\_\_

Agent Signature: \_\_\_\_\_

Agency Authorized Signature and Title: \_\_\_\_\_

Fidelity & Guaranty Life Compensation Schedule: \_\_\_\_\_

Fidelity & Guaranty Life Producer Code of New Appointing General Producer \_\_\_\_\_

Signature Authorized Producer \_\_\_\_\_ Date \_\_\_\_\_  
(Upline Signature/Authorization)

A Vector check will be completed on all hierarchy change requests to ensure agent is in good standing within the industry. If we determine there is an outstanding Vector we will require proof the agent has worked out a payment plan with the carrier noted. If Vector is not resolved, we reserve the right to terminate the agent's Company appointment providing 30-day notice. If there is an outstanding Company agent debit balance outstanding, the debt must be paid in full prior to any transfer/hierarchy change. Agents/Agencies with an outstanding debit balances are required to pay the balance in full prior to any consideration of a hierarchy release. We may permit the reduction of agent debt to be offset by submission of new business within the initial thirty days.

The agent needs to obtain an unconditional release from their current MGA; if an agent has never produced business they will be able to receive up to street level compensation. Any request for an above street level contract will require Home Office Approval. Agents requesting to be terminated are eligible for rehire with the previous MGA providing they disclose an adequate production commitment.

The Appointing General Producer's signature indicates acceptance of responsibility for this agent/agency to the extent outlined in your General Agent Agreement with Fidelity & Guaranty Life Insurance Company. This change will be effective when completed paperwork and all supporting documentation if necessary, (i.e. release etc.) is received and accepted by Fidelity & Guaranty Life Insurance Company.

Fidelity & Guaranty Life is the marketing name of Fidelity & Guaranty Life Insurance Company and, in New York only, Fidelity & Guaranty Life Insurance Company of New York. Only Fidelity & Guaranty Life Insurance Company of New York is authorized to sell insurance and annuities in New York.



## REMINDER

### New Suitability Procedures

#### **Product Training Must be Completed by March 1, 2011**

In March 2010, the National Association of Insurance Commissioners (“NAIC”) adopted its Revised Suitability in Annuity Transactions Model Regulation (“The Revised Model”). The Revised Model sets forth standards and procedures for recommendations to consumers resulting in annuity transactions to ensure that the consumer’s insurance needs and financial objectives are appropriately addressed.

OM Financial Life Insurance Company (the “Company”) will adopt and implement the requirements of the Revised Model as an industry best practice on a nationwide basis.

**The Company will apply the Revised Model standards and procedures to all annuity purchases, replacements and exchanges solicited on or after January 1, 2011.**

#### ***As a Reminder***

- It’s the producer’s responsibility to be knowledgeable about the Company’s annuity products prior to solicitation, however, effective January 1, 2011, the Company will require appointed producers to complete online training modules for each OM Financial Life annuity product series prior to solicitation of any annuity product in that series. Certification that such training was completed is required to be submitted to the Company.
- The Company will allow a short transition period where no business will be rejected for lack of certification (note: appointed producers are expected to complete the training prior to solicitations after January 1, 2011).
- Beginning March 1, 2011, any application solicited prior to the producer’s completion of the training and submission of the required certification will be rejected.
- Producers appointed on or after 1/1/11 will need to complete training and submission of the required certification before an annuity application may be solicited. Any application solicited prior to completion of the training will be rejected.

Product training is now available for both appointed producers with the Company and prospective producers with the Company.

#### **Training for Active Agents with the Company:**

- Visit SalesLink through [www.omfn.com](http://www.omfn.com), then enter your user ID and password.
- Click on the “Required Annuity Product Training” drop down box, then select the product training module you would like to take.
- Validate your email address, so we may send you future notices concerning product changes.
- Once you have completed the training module you will be asked to complete a certification stating that you have reviewed and understand both the training material content and agree to comply with the Company’s suitability policies and procedures.

Training for Not Yet Active Agents with the Company:

- Log on to [www.omfn.com](http://www.omfn.com) and select the “Producer Required Annuity Product Training” link.
- Log in under the “Not Yet Active Agent” section.
- You will be prompted to provide us with a few details so we can appropriately record your training courses when you become appointed with the Company, and are able to send you future notices concerning product changes.
- Click the “Training Module-Online Certification” column to select the product training module you would like to take.
- Once you have completed the training you will be asked to complete a certification stating that you have reviewed and understand both the training material content and agree to comply with the Company’s suitability policies and procedures.

If you have any questions about this annuity training, please contact us at [salesmarketing@omfn.com](mailto:salesmarketing@omfn.com) or 1-800-445-6758.

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