

MESSER Financial Group

Gerber Life

Licensing Checklist

Please complete the following contracting papers. Remember to sign in the required areas.
The more complete the application, the sooner it will be approved.

Agents Name: _____

Recruiting Agent/Agency: _____

State(s) to Be Appointed In: _____

Commission Level (if unknown, call MESSER at 1-866-568-9649 x716 prior to faxing): _____

Writing Agent Checklist		MESSER Use Only
General Agent Agreement		
Advance Commission Amendment		
Background and Info Sheet		
Fair Credit Reporting Act Disclosure		
Direct Deposit Authorization		
VOID CHECK		
Current State Licenses -ALL STATES you will be submitting business		

MESSER Financial Group ATTN: Contracting

4301 Morris Park Drive Mint Hill, NC 28227

Please return by mail, fax, or email to:

Ph: (866) 568-9649 x733

Secure Fax: (888) 900-2330

seniorcontracting@messerfinancial.com

(For Office Use Only)

Marketing Rep: _____ Date In: _____ Date Out: _____

Notes:



**Gerber Life
Insurance Company**

General Agent



Sign Name (required)

Print Name

Title

General Agent

Date

Designated Beneficiary

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number

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OR

Employer Identification Number

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Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, **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 (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7)).

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.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here ▶	Signature of U.S. person ▶	Date ▶
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**Gerber Life
Insurance Company**

Special Agent



Sign Name (required)

Print Name

Special Agent

Date

For commissions to be paid to a Corporation

[Remainder of page blank]



**Gerber Life
Insurance Company**

BACKGROUND AND INFORMATION SHEET

Name: _____

Social Security Number: _____ Date of Birth: _____

Home Address (must be a physical street address): _____

Home Phone: _____ Cell Phone: _____
(optional)

E-mail Address: _____
(optional)

Business Name: _____
(if applicable)

Personal Business Address: _____

***Note** – All correspondence (including compensation statements), will be mailed to the personal business address indicated. Only one business address is supported per individual. If no business address is indicated, mail will be directed to home address.

Address for overnight packages (cannot be a P.O. Box): _____

Business Phone: _____ Business Fax: _____

Tax I.D. Number: _____ E-mail Address: _____

Please identify your Master General Agency (if applicable): _____

BACKGROUND EXPERIENCE. Note: Please read each question carefully. Failure to answer “Yes” below, when appropriate, may result in the denial of your request to be contracted.

1. Have you ever been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, FINRA (formerly known as the NASD), SEC or any other regulatory authority?
_____ Yes _____ No
2. Have you ever been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against you for any offense other than a minor traffic violation?
_____ Yes _____ No

PROVIDE A WRITTEN EXPLANATION AND APPLICABLE SUPPORTING DOCUMENTATION (i.e., court documents, insurance department documents, etc.) FOR ANY QUESTION TO WHICH YOU RESPONDED “YES”. Please be sure to date and sign the written statement.

Candidate Signature

Date



**Gerber Life
Insurance Company**

FAIR CREDIT REPORTING ACT DISCLOSURE

Gerber Life Insurance Company will obtain and use consumer reports for the purpose of serving as a factor in establishing your eligibility for contracting as an insurance producer. We will obtain these consumer reports from:

First Advantage Corporation
100 Carillon Parkway, Suite 100
St. Petersburg, FL 33716

“Consumer report” means a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which will be used by Gerber Life Insurance Company, in whole or in part for the purpose of serving as a factor in establishing your eligibility to be contracted as an insurance producer.

This means a credit report, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be contracted and appointed.

For California, Minnesota and Oklahoma: You have a right to request a copy of the consumer report which will disclose the nature and scope of the report.

☐ Yes, please provide me a copy of the consumer report

For New York: You have a right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

CANDIDATE’S STATEMENT – READ CAREFULLY

Gerber Life Insurance Company is hereby authorized to obtain and use a consumer report of my criminal record history, insurance department history and credit history through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted. I understand that this consumer report will include information as to my general reputation, personal characteristics and mode of living.

AUTHORIZATION

I authorize any consumer reporting agency, insurance department, law enforcement agency, the Financial Industry Regulatory Authority, The Securities and Exchange Commission or any other person or organization having any consumer report records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such consumer report records, data and information to Gerber Life Insurance Company.

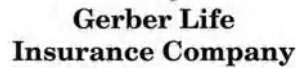
I understand that if contracted, this authorization will remain valid as long as I am contracted with Gerber Life Insurance Company.

A photocopy of this authorization shall be considered as effective as the original.

Candidate Signature

Date

Print Name



I, the undersigned, do hereby authorize Gerber Life Insurance Company to deposit my check as indicated below. This authority is to remain in full force and effect until Gerber Life Insurance Company has received notification from me of its termination in such time and in such manner as to afford Gerber Life Insurance Company a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice of termination.

☐ New Deposit or ☐ Change Deposit

Bank Routing Number _____

☐ Savings Account No. _____

☐ Company or ☐ Individual

Telephone Number () - _____

Omaha, NE 68103-2271

Entered & Verified By_____Date_____

Gerber EFT

This Amendment ("Amendment") is part of the General Agent Agreement or Representative Agreement ("Agreement") between General Agent or Representative ("GA/Rep") and Company and is effective on the date signed or stamped by the Company. The parties would like to amend the Agreement to provide for the advancing of certain commissions on Gerber Life Insurance Company Medicare Supplement and Medicare Select products ("Products").

A. Commission Advances.

1. The Company agrees to provide GA/Rep with advances of certain commissions ("Advances") upon issuance of Products.
2. GA/Rep may receive Advances on Products as made available to GA/Rep from time to time. Advances will not be made on internal replacement business. Company may make additional products available for Advances or discontinue Advances on Products in its sole discretion.
3. Advances will be paid based on the mode GA/Rep selects in this Amendment. Advances will be calculated in accordance with the terms and conditions established by the Company, which may be changed from time to time at Company's sole discretion. Payment of Advances will be included with regular compensation payments made pursuant to the terms of the Agreement. The maximum Advance for each policy will be as follows:
 - \$3,000 if the "six-month" mode is selected
 - \$4,000 if the "nine-month" mode is selected
 - \$5,000 if the "twelve-month" mode is selected

B. Payment of Advances.

Advances are subject to all provisions of the Agreement. The Company shall have absolute and complete discretion to withhold payment of any or all Advances to GA/Rep. Advances may be withheld for any reason, including but not limited to, doubts that a policy will be issued or accepted, failure to submit appropriate premium with applications, and actual or potential Indebtedness by GA/Rep to the

Company. Further, the Company shall have absolute and complete discretion to determine whether applications submitted by GA/Rep qualify for Advances.

C. Interest on Advances.

1. Company will charge simple interest at the rate of 1% per month on outstanding advanced balance for each policy with unearned advanced commissions. Interest will be calculated as of the last pay cycle of the month.
2. Company reserves the right to charge interest on all outstanding Advances and such interest rates may be adjusted from time to time by Company.
3. All Advances, together with unpaid and accrued interest thereon, are due and payable upon demand by Company.

D. Repayment of Advances.

1. Advances generally will be repaid from commissions earned on the Products. However, all Advances are a debt owed by GA/Rep to Company, and GA/Rep agrees to repay any outstanding Advances to Company within ten (10) days of demand for repayment by Company.
2. In addition to the right to repayment set forth in Section D.1 of this Amendment, GA/Rep agrees that the following Advances will be immediately repaid to the Company:
 - (a) Advances made on policies which do not issue,

- (b) Advances made with respect to premium which is refunded for any reason, and
 - (c) Advances made with respect to premium which is not collected by the Company.
3. The Company may offset any Advance or other sum payable to GA/Rep, specifically including unearned commissions, against any amounts GA/Rep or persons or entities in GA's/Rep's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products.

E. Amendment to Indemnification Provision.

Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

“In addition, GA/Rep agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA/Rep and other persons or entities in GA's/Rep's down line distribution hierarchy. Upon GA's/Rep's written request, Company shall cease making Advances to GA/Rep and/or other persons or entities in GA's/Rep's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company.”

F. Collection Costs.

In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA/Rep agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

G. Termination.

This Amendment shall be terminated upon the earlier of:

- 1. Termination of the Agreement, or

- 2. Receipt of notice from one party to the other that this Amendment is terminated.

H. Miscellaneous.

- 1. This Amendment shall only be applicable to applications submitted to and received by the Company in Omaha, Nebraska, on or after the effective date of this Amendment.
- 2. All production calculations will be based on Company records.
- 3. Advances on Products may be adjusted, modified or eliminated at the Company's sole discretion.
- 4. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by the Company from time to time.
- 5. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
- 6. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement

Selection of Mode of Advance.

Please Select one mode of advance from the choices below and acknowledge your choice by initialing under your selection. All choices are for advance of commission upon the issuance of an eligible Product.

☐ Six-Month (QK4) ☐ Nine-Month (QK5) ☐ Twelve-Month (QK6)

Master General Agency

▶ _____
Signature (Required)

Print Name

Title

Date

General Agent

Individual, Partnership or Corporate Name

▶ _____
Signature (Required)

Print Name (and Title, If Applicable)

Address

City State Zip

Gerber Life Insurance Company

▶ _____
Signature (Required)

Print Name

Title

Date

Master General Agency

▶ _____
Signature (Required)

Print Name

Title

Date

General Agent

Individual, Partnership or Corporate Name

▶ _____
Signature (Required)

Print Name (and Title, If Applicable)

Address

City State Zip

Gerber Life Insurance Company

▶ _____
Signature (Required)

Print Name

Title

Date