

# Seniors Choice Contracting Instructions

## Documentation to be Submitted:

- Seniors Choice Agent/Producer Agreement
- EFT Form/Voided Check - REQUIRED
- W-9
- GTL Appt Form **(Not required for Rx Only Agent Appointments)**
- Applicable License(s)
- Seniors Choice Supply Request Form - optional

## Forward Documentation:

Email: [johnjr@doddbrokerage.com](mailto:johnjr@doddbrokerage.com)

Fax: 614-863-0205

Mailing Address:

**EASC/Dodd Brokerage**

**1181 Noe Bixby Rd**

**Columbus, Ohio 43213**

## SENIORS CHOICE AGENT/PRODUCER AGREEMENT Part D and Group Retiree Medical

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Merchants Benefit Administration, Inc. ("MBA, Inc."), an Arizona Corporation located at 15974 N. 77<sup>th</sup> St Suite 102, Scottsdale, AZ 85260 and \_\_\_\_\_ (hereinafter referred to as Agent).

Agent Information: (Please print or type clearly)

Pay to (Check One):	Agent <input type="checkbox"/>	Agency <input type="checkbox"/>
Name:		
Contact:		
Street Address:		
City:		
State:		
Zip:		
Telephone Number:		
Fax Number:		
Email:		
Federal Tax ID		
SSN:		
Birthdate:		
E & O Carrier:		
E & O Exp. Date		
Coverage Amt.:		
Deductible Amt.:		
General Agent:		

**Required Documentation:**

1. License(s): Agent shall provide and maintain current Agent/Agency license(s) for any state in which Agent wishes to sell Seniors Choice Products.
2. E&O declaration page: Agent shall provide and maintain Errors & Omissions (professional liability) insurance coverage in the amount of One Million Dollars per claim with a One Million Dollar aggregate and a deductible no greater than \$25,000. Agent shall provide current declarations pages for such coverage to MBA, Inc. on a yearly basis or as requested by MBA, Inc. Further, Agent shall promptly notify MBA, Inc. in the event that such Errors & Omissions coverage is terminated.
3. W-9: all commissions will be paid based on the information provided on the W-9 and must match the name listed on the license and E&O declaration page.

## RECITALS

**WHEREAS**, MBA, Inc. has been authorized by various insurance companies and Merchants Industry Fund Group Insurance Trust to administer, market and distribute products covered under this Agreement;

**WHEREAS**, MBA, Inc. is interested in contracting with Agent for assistance with preparation of proposals for clients of the Agent, and assistance with servicing products covered by this Agreement; and

**WHEREAS**, Agent is interested in contracting with MBA, Inc. under the terms and conditions contained in this Agreement.

**NOW THEREFORE**, the parties hereto, based upon the mutual promises and representations contained herein, agree to the following terms and conditions:

I. **Agent Responsibilities:**

**A. Agent Administration:**

1. Agent shall provide prompt service to those participants in insurance programs offered through MBA, Inc. for which Agent is being paid commissions under this Agreement. Agent shall cooperate fully with MBA, Inc. to ensure prompt and courteous service to participants.
2. Agent shall provide additional services as necessary to ensure the efficient administration of policies issued through MBA, Inc. and as reasonably requested by MBA, Inc. or insurance carriers.

**B. Indemnification and Premium Refund:**

1. Each Party (the "Indemnifying Party") will defend and indemnify the other party (the "Indemnified Party") from and against liability, including the costs of defense (including reasonable attorneys' fees), settlements, and damages, imposed on the Indemnified Party by law which are sustained by policyholders to the extent directly caused by the fraudulent or negligent acts or omissions of the Indemnifying Party except to the extent the Indemnified Party:
  - a. Caused or contributed to such liability by its own fraudulent or negligent acts or omissions;
  - b. The Indemnified Party shall notify the Indemnifying Party promptly of any claim or suit against the Indemnifying Party or the Indemnified Party; provided that the Indemnified Party's failure to satisfy the notification requirement only relieves the Indemnifying Party of its indemnification obligations hereunder only to the extent the Indemnifying Party has been actually prejudiced by the Indemnified Party's failure to give notice as required.
  - c. The Indemnifying Party shall control any investigations, settlement or defense of such indemnification claim in a diligent manner and shall not settle or compromise a claim without the consent of the Indemnified Party, and the Indemnified Party shall not unreasonably withhold its consent.

**C. Advertising, Communication & Marketing Materials:**

Agent shall obtain written approval of any and all advertising and/or marketing materials in advance of their uses. For purposes of this paragraph, "marketing materials" means any and all written correspondence or documentation which references Seniors Choice Products. MBA, Inc. and/or any insurance carrier providing products through MBA, Inc. and which is intended to solicit, negotiate or effectuate participants for insurance coverage. Such materials include but are not limited to: brochures, letters, presentations, postcards, fliers, facsimiles, applications or any other descriptive literature.

**D. Authority:**

1. Agent shall have no authority and shall not enter into any agreement in the name of MBA, Inc. or any insurance carrier offering products through MBA, Inc.
2. Agent shall have no authority and shall not incur debt, expense or liability in the name or on behalf of MBA, Inc. or any insurance carrier offering products through MBA, Inc.

3. Agent shall have no authority and shall not alter, amend, modify or eliminate any policy provision, application, rider or endorsement for policies and insurance products offered through MBA, Inc.
4. Agent shall have no authority and shall not infer or suggest that MBA, Inc. is an insurance carrier or is otherwise authorized to issue insurance contracts.
5. Agent shall have no authority and shall not pay or allow or offer to pay or allow any rebate or inducement for insurance in any manner whatsoever, whether directly or indirectly.
6. Agent shall have no authority and shall not issue any binding receipt for any contributions or premiums paid by or on behalf of participants.
7. Agent shall have no authority and shall not respond to any department of insurance or other regulatory inquiry on behalf of MBA, Inc. and/or insurance carriers offering coverage through MBA, Inc. Any such complaints/inquiries shall be forwarded to MBA, Inc. within 72 hours of receipt. Further, Agent agrees to fully cooperate with MBA, Inc. and/or insurance carrier(s) in preparing responses to the appropriate regulatory agencies.
8. Agent shall have no authority to respond to or settle legal action on behalf of MBA, Inc. and/or insurance carriers offering coverage through MBA, Inc. Any demand letters, complaints, subpoenas or other legal documents relating to products under this Agreement shall be provided to MBA, Inc. (with any supporting documentation) within 72 hours of receipt.

**II. Responsibilities of MBA, Inc.:**

- A. MBA, Inc. agrees to pay Agent first year and renewal commissions based upon premiums actually paid by participants (net of any administration fees). The term "premium" shall mean the premiums actually paid for benefits provided by the policy and shall only include those sums that have been properly paid by the bank or financial institution where any such check is drawn. The commissions to be paid by MBA, Inc. to Agent are set out in Exhibit "A" attached hereto. MBA, Inc. reserves the right to adjust Agent commissions on a prospective basis, meaning that renewal commissions on existing policies in force cannot be adjusted unless mutually agreed to by MBA, Inc. and Agent. MBA, Inc. and Agent may agree, on a case by case basis, to enter into a Commission Modification Agreement which can adjust the commission paid to the Agent. All such agreements will be executed by both MBA, Inc. and Agent and will be added as an addendum to this Agreement.
- B. MBA, Inc. shall pay Agent commissions monthly based upon calculations of premiums paid and negotiated for participants. Commission payments may be subject to adjustment based upon participant's terminations, enrollment changes, administration fees, rate changes, lapses and/or at the direction of the underwriting carrier.
- C. MBA, Inc. reserves the right to reject or decline any application and/or Agent appointment deemed unacceptable in their sole and exclusive discretion.
- D. MBA, Inc. reserves the right to rescind or reform any certificates of coverage and reserve all other underwriting rights.
- E. MBA, Inc. and/or insurance carriers that provide products through MBA, Inc. reserve the right to discontinue, withdraw or modify any plan of insurance or endorsement/rider to any policy or plan of insurance.

**III. General Provisions:**

- A. This Agreement and any subsequent agreements between the parties hereto shall be governed and construed in accordance with the laws of the State of Arizona. Any action brought to enforce a term or provision of this Agreement shall be brought exclusively in the Maricopa County Superior Court in Phoenix, Arizona. The parties to this Agreement expressly consent to the jurisdiction of such court for the resolution of any disputes arising under this Agreement.

- B. This Agreement shall remain in force and effect until such time that either party provides written notice of its intent to terminate. The parties shall continue to respect their rights and responsibilities under this Agreement up to the termination date. Subject to paragraph E below, unless Agent is indebted to MBA, Inc., Agent shall continue to receive commissions on business written through MBA, Inc. prior to termination of this Agreement.
- C. This Agreement may only be amended or modified upon mutual written agreement by MBA, Inc. and Agent.
- D. If either party is required to institute legal proceedings to enforce a provision of this Agreement, the successful party in such legal proceedings shall be entitled to their reasonable attorney's fees and costs as determined by a court of competent jurisdiction.
- E. MBA, Inc. may terminate the Agreement and cease paying commission if the Agent violates any of the requirements or provisions as stated in this Agreement and fails to cure the violation within thirty (30) days from date the Agent receives, in writing from MBA, Inc. notice that an alleged violation has occurred.

## **Accepted By:**

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

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

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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

**General Agent Name:** \_\_\_\_\_

**MBA, Inc.:** \_\_\_\_\_

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

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



Addendum to Seniors Choice  
Agent/Producer Agreement  
For Part D Only

In reference to the Seniors Choice State Availability chart, Seniors Choice Retiree Medical is not available in all states; however, Medco is available in all 50 states. Agents are not required to be contracted or appointed with Medco to sell the Stand Alone Prescription Plans offered through Seniors Choice. By signing this addendum, Agents agree to the terms and conditions of the Seniors Choice Agent/Producer Agreement which allows agents to sell Seniors Choice Part D plans on a stand-alone basis to any qualified individual.

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

\_\_\_\_\_  
MBA Authorized Name

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

\_\_\_\_\_  
MBA Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### Commission Schedule – Seniors Choice

Effective: January 1, 2012

All commissions are net of Administration Fees. All commission percentages are based on participant's effective date and premium received. For group sponsored cases, participant is defined as the group/sponsor. Otherwise the individual is the participant.

#### Writing Agent

Writing Agent Years 1 & 2	Writing Agent
Seniors Choice Group Retiree Medical Plan	8%
Seniors Choice Prescription Drug Plans	8%
Year 3 +	
Seniors Choice Group Retiree Medical Plan	7%
Seniors Choice Prescription Drug Plans	8%

This exhibit shall be subject to all terms and conditions of the Seniors Choice Agent/Producer Agreement. Commissions are subject to change at any time with 30 days prior written notice by MBA, Inc. or its designee.

Failure to forward license and/or E&O documentation to MBA, Inc. within 90 days after their respective expiration date(s) will result in the forfeiture of commissions effective as of the commission cycle immediately following the 90 days.

After forfeiture, reinstatement of commission payments may be accomplished by providing the required license and/or E&O documentation to MBA, Inc. Reinstatement of commissions will commence as of the commission cycle immediately following receipt of the required license and/or E&O documentation.

**In no event will commissions be paid for retroactive periods after commission forfeiture has taken place.**

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

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

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



## 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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <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 Line 1 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.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# Merchants Benefit Administration – GTL Appointment Form

Guaranteed Trust Life Insurance Company (GTL)  
1275 Milwaukee Ave | Glenview, IL 60025

**Please return appointment form and license(s) to:  
Merchants Benefit Administration  
15974 N. 77th St Ste 102, Scottsdale, AZ 85260  
Ph: (800) 800-6543 Fax (480) 776-5050**

1. Name: \_\_\_\_\_  
(Last) (First) (MI)
2. SSN: \_\_\_\_\_
3. Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_  Male  Female
4. Spouse's Full Name: \_\_\_\_\_
5. Home Address: \_\_\_\_\_
6. Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_
7. Business Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
8. Business Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## CORPORATE INFORMATION

9. Company Name: \_\_\_\_\_ Tax ID#: \_\_\_\_\_  
Insurance License #: \_\_\_\_\_ (Copy required)

LICENSING INFORMATION: All Agents must submit a copy of current resident and/or non-resident license(s).  
Please provide state license where the active group (s) is located.

10. Type of License:  Life  A & H  Broker
11. Have you ever been licensed with GTL?  No  Yes (Prior Code) # \_\_\_\_\_

## BACKGROUND INFORMATION

12. Have you ever been investigated or fined by an Insurance Regulatory Authority?  Yes  No
13. Has your insurance license ever been suspended or revoked?  Yes  No
14. Have you ever pleaded guilty or "nolo contendere" to or been found guilty of a felony?  Yes  No
15. Have you ever had a bond canceled or declined?  Yes  No
16. Are you now the subject of any complaint, investigation or proceeding which could result in a "Yes" answer to any of the above questions?  Yes  No

If you answered "Yes" to any of the above questions, please attach a detailed explanation.

## FAIR CREDIT REPORTING ACT (FCRA)

Public law requires that we advise you that a routine inquiry by accessing public records, may be made which will provide applicable information concerning your character, general reputation, personal characteristics and mode of living. By signing below, you understand the above and authorize all persons and entities to release information about you they may have. You also acknowledge that you have read and understand the attached "Summary of Your Rights under the Fair Credit Reporting Act". Upon written request, additional information as to the nature and the scope of the report, if one is made, will be provided.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Dear Seniors Choice Agent:

For brochure requests, please indicate the brochure and quantity below and return this form to:

Email: marketing@mbainc.ws  
OR  
Fax: (480) 776-5050

Today's Date: \_\_\_\_\_

Your Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

Email: \_\_\_\_\_

**Brochures:**

Seniors Choice Tri-fold	Quantity: _____
2011 Seniors Choice Brochure (with pockets)	Quantity: _____
Outlook Vision Services Pamphlet	Quantity: _____
Epic Hearing Health Care Pamphlet	Quantity: _____
Consult-A-Doctor Bi-fold Brochure	Quantity: _____
Rating Areas by Zip/Rate Chart	Quantity: _____
Rating Area by Zip/Rate Chart for Washington	Quantity: _____
Optional Benefit Rates	Quantity: _____
Optional Benefit Rates for Washington	Quantity: _____
Med/Rx Enrollment Form	Quantity: _____
Rx Only Enrollment Form	Quantity: _____