

# Assurity Life Insurance Company

## Checklist for Long Term Care

### APPOINTMENT REQUIREMENTS

---

Please submit the following items to your Field Marketing Organization (FMO) as indicated below:

- "Appointment Application" – Completed, signed and dated. If appointing an Agency, you must include both the tax ID and SS number on the application
- "Contracting Transmittal".
- "Supplement to Agent/Solicitor Agreement"
- Copies of Long Term Care Insurance Continuing Education Certificate (if required by state) CO, CA, IL, IN, MD, WA require agents to complete LTCI continuing education prior to the Sale of Long Term Care Insurance.  
Attention MA agents: You must complete Assurity's MA Long Term Care Insurance Product Training prior to becoming contracted with Assursity Life Insurance Company. Please submit Your request for this information to [ltocontracting@assurity.com](mailto:ltocontracting@assurity.com).
- W-9 Form – completed, signed and dated.
- Proof of Errors & Omissions Coverage.
- Copies of Licenses – Copies of your resident and any non-resident licenses for states that you wish to be appointed in.

#### NOTE:

All documentation must be completed **and signed** in order to proceed with the appointment process. You may **fax** the contract to 205.263.8350 or **scan and email** to [jperry@medadvspc.com](mailto:jperry@medadvspc.com).

Submit your signed paperwork and all additional requirements to your Field Marketing Organization... **NOT** directly to the Company.

For any questions please contact: Jason M. Perry @ 205.263.8400 or [jperry@medadvspc.com](mailto:jperry@medadvspc.com)

#### RETURN YOUR COMPLETED PAPERWORK TO:

Medicare Advantage Specialist, Inc.  
Attention: Jason M. Perry  
1550 Woods of Riverchase Drive  
Suite 310  
Hoover, AL 35244  
Tel.205 -263-8400  
Fax 205-263-8350

Assurity® Life Insurance Company

Supplemental Long Term Care Insurance Appointment Application

COMPLETION INSTRUCTIONS

Individual Applicants: Complete sections I, III, & IV. Must sign and return applicable contracts.

Corporations: Complete sections I, II, III, & IV. All Corporate appointments require that appointment information be submitted on at least one officer concurrent with the Corporation. Must sign & return applicable contracts for agency & Solicitor contracts for officer.

PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS. DO NOT USE ABBREVIATIONS.

I. GENERAL INFORMATION

Form with fields for Name (Mr./Mrs./Ms./Miss), Social Security #, Maiden or other name, Residence Address, Residence Phone, Business Address, Business Phone, Fax Number, City, ST, Zip, Date of Birth, Email Address, and Gender (Optional).

\*\* The e-mail address and other information provided is confidential and will be used for Assurity business purposes only. E-mail addresses are requested to facilitate communication between you and the company and/or its affiliates. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.

Primary mailing address to receive Company Information including Underwriting and Compensation correspondence. [ ] Business Address [ ] Residence Address

II. AGENCY INFORMATION

Form with fields for Agency Name, Corporation/Partnership checkboxes, Tax I.D. #, and two officer entries (Name and Soc. Sec. #).

III. ASSIGNMENT OF COMMISSIONS (Select one option)

- [ ] Paid Direct: The commission check is made payable and sent to the agent.
[ ] Agency Direct/Solicitor: The commission check is made payable and sent to the Agency listed in Section II.

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

IV. LONG TERM CARE INSURANCE CONTINUING EDUCATION

Attention Massachusetts Agents: You must complete Assurity's Massachusetts Long Term Care Insurance Product Training prior to contracting with Assurity Life Insurance Company. Please submit your request for this information to ltcccontracting@assurity.com.

Colorado, California, Illinois, Indiana, Maryland, and Washington require agents to complete LTCI continuing education prior to the sale of Long Term Care Insurance.

Have you completed LTCI continuing education? [ ] Yes [ ] No (Please include a copy of your LTCI continuing education certificate)

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

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

ASSURITY® LIFE INSURANCE COMPANY

**Assurity Life Insurance Company  
Long Term Care Insurance Contracting Transmittal**

**\*\*This form must be completed when submitting paperwork to Assurity\*\***

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

New Agent/Agency Name: \_\_\_\_\_

Contract Level: \_\_\_\_\_

Recruiting Agent: \_\_\_\_\_ Agent #: \_\_\_\_\_

**Subordinate Contracts Included:**

New Agent/Agency Name

SSN/Tax ID

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



ASSURITY® LIFE INSURANCE COMPANY

LONG TERM CARE SUPPLEMENT TO AGENT/SOLICITOR AGREEMENT

Accepted:

By: Signature of Agent or Firm Principal

Print or Type Name and Title Here

ASSURITY LIFE INSURANCE COMPANY
This Agreement is effective _____
Approved:
_____ Company Officer

This Supplement is between the Agent who signed this Supplement (referred to as "you," "your," and/or "Agent" in this Supplement) and Assurity Life Insurance Company (we will be referred to as "Assurity," "our," "we," "us," and "the Company"). This Supplement amends and is a part of the Agent or Solicitor Agreement that you have with Assurity. The provisions stated in all supplements, commission rules, and schedule of commissions (not applicable to Solicitor Agreements) are incorporated into and made a part of this Agreement. Any references herein to "Agreement" refer to this Supplement. This Supplement shall become effective on the date shown above.

1. PRIVACY (REQUIREMENTS RELATING TO PROTECTED HEALTH INFORMATION PURSUANT TO HIPAA).

1.1 Definitions. The following definitions relate to this section only.

- a. Business Associate. "Business Associate" means a person who performs, or assists in the performance of, a function or activity involving the use or disclosure of individually identifiable health information, or any other function or activity regulated by the Privacy Rule.
- b. Individual. "Individual" means the person who is the subject of protected health information, or that person's personal representative in his or her fiduciary capacity.
- c. Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, health care clearinghouse (as those terms are defined in the Privacy Rule), or employer; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- d. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as in effect or as amended.
- e. Protected Health Information. "Protected Health Information" shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that you create or receive from or on behalf of Assurity in the course of fulfilling its obligations under this Agreement. "Protected Health Information" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1231g(a)(4)(B)(iv).
- f. Required By Law. "Required By Law" means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law.
- g. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

1.2 Obligations and Activities.

- a. You, as a Business Associate of Assurity, agree to comply with the duties and requirements placed upon Business Associates by the Privacy Rule or as otherwise Required by Law.
- b. You agree to comply with the policies and procedures of Assurity with respect to Protected Health Information.
- c. You agree to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- d. You agree to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- e. You agree to mitigate, to the extent practicable, any harmful effect that is known to you of a use or disclosure of Protected Health Information by you in violation of the requirements of this Agreement.
- f. You agree to report to Assurity any use or disclosure of the Protected Health Information not authorized or provided for by this Agreement of which you become aware, within thirty (30) days of becoming aware of such use or disclosure.
- g. You agree to ensure that any person or entity to whom you provide Protected Health Information received from Assurity or the Individual, or created or received by you on behalf of Assurity, agrees to the same restrictions and conditions that apply through this Agreement to you with respect to such information.
- h. You agree to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by you on behalf of Assurity available to Assurity, or to the Secretary, within ten (10) days of such request, or as designated by the Secretary, for purposes of the Secretary determining Assurity's compliance with the Privacy Rule.
- i. You shall keep a record of disclosures of Protected Health Information and agree to make information regarding disclosures of Protected Health Information available to Assurity within fifteen (15) days of a request by Assurity. You shall provide, at a minimum, the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the Protected Health Information, and the address of such entity or person, if known; (iii) a brief description of the Protected Health Information disclosed; (iv) a brief statement regarding the purpose and explanation of the basis of such disclosure and (v) the names of all individuals whose Protected Health Information was disclosed.
- j. Within fifteen (15) business days of a request by Assurity, you agree to comply with Assurity's request to accommodate an individual's access to his/her Protected Health Information. In the event an individual contacts you directly about access to Protected Health Information, you will not provide access to the individual but shall forward such request to Assurity within five (5) business days of such contact.

- k. Within fifteen (15) business days of a request by Assurity, you agree to comply with Assurity's request to make amendments to Protected Health Information. You shall promptly incorporate any such amendments into the Protected Health Information. In the event an individual contacts you directly about making amendments to Protected Health Information, you will not make any amendments to the individual's Protected Health Information but shall forward such request to Assurity within five (5) business days of such contact.
- l. You agree to notify Assurity within five (5) business days of your receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that Assurity decides to assume responsibility for challenging the validity of such request, subpoena or order, you agree to cooperate fully with Assurity in such challenge.
- m. If a customer terminates his or her relationship with you, or the customer's policy is not renewed or is canceled, you shall return to Assurity, or destroy, all Protected Health Information received from Assurity, or created or received by you from the customer. This provision shall apply to Protected Health Information that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the Protected Health Information.

### 1.3 Permitted Uses and Disclosures.

#### General Use and Disclosure Provisions.

Except as otherwise limited in this Agreement, you may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Assurity as specified in the Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Assurity.

#### Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, you may use Protected Health Information for the proper management and administration of your business or to carry out your legal responsibilities.
  - b. Except as otherwise limited in this Agreement, you may disclose Protected Health Information for the proper management and administration of your business, provided that disclosures are Required By Law, or you obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies you of any instances of which it is aware in which the confidentiality of the information has been breached.
  - c. You may use Protected Health Information to report violations of law to Assurity and to appropriate Federal and State authorities, where consistent with the Privacy Rule.
- ### 1.4. Obligations of Assurity.
- To the extent that your use or disclosure of Protected Health Information may be affected, Assurity shall notify you of:
- a. Any limitation(s) in its notice of privacy practices of Assurity;
  - b. Any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information.
  - c. Any restriction to the use or disclosure of Protected Health Information that Assurity has agreed to.

### 1.5. Termination.

- a. Termination for Cause. Upon Assurity's knowledge of a material breach or violation of the requirements imposed by the Privacy Rule by you, Assurity may either:
- b. Provide an opportunity for you to cure the breach or end the violation and terminate this Agreement if you do not cure the breach or end the violation within the time specified by Assurity;
- c. Immediately terminate this Agreement if you have committed a material breach or violated the Privacy Rule and cure is not possible; or
- d. If neither termination nor cure are feasible, Assurity shall report the violation to the Secretary.

### 1.6. Effect of Termination.

- a. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, you shall return or destroy all Protected Health Information received from Assurity, or created or received by you on behalf of Assurity. This provision shall apply to Protected Health Information that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the Protected Health Information.
- b. In the event that you determine that returning or destroying the Protected Health Information is infeasible, you shall provide to Assurity notification of the conditions that make return or destruction infeasible. Upon written notice by you to Assurity that return or destruction of Protected Health Information is infeasible, you shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as you maintain such Protected Health Information.

1.7. Indemnification. You hereby agree to indemnify and hold Assurity, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by Assurity, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation imposed on you by the Privacy Rule by you or your employees, agents or subcontractors.

1.8. Injunction. You hereby agree that Assurity will suffer irreparable damage upon your breach of your obligations under the privacy provisions of this Agreement, and that such damages shall be difficult to quantify. You hereby agree that Assurity may file, and you will not contest, an action for an injunction to enforce such provisions against you, in addition to any other remedy Assurity may have.

1.9. Survival. Your respective rights and obligations relating to the requirements of the Privacy Rule and Protected Health Information shall survive the termination of this Agreement.

1.10. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Assurity to comply with the Privacy Rule.

## 2. ANTI-MONEY LAUNDERING.

2.1 Anti-Money Laundering. You agree to comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, record-keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by the USA PATRIOT Act (the "Patriot Act"). These Acts include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement an anti-money laundering compliance program.

