# GE Financial Assurance Contracting Checklist

To Expedite the contracting process, please follow the steps below.

- Step 1: Review Guide to Ethical Conduct and keep for your records.
- Step 2: Complete and sign the following items.

Producer Information Form (include fax number and email address) Agent Agreement Compensation Plan Acknowledgement of Compensation Agreement Disclousre of Intent to Obtain Consumer Reports Advertising Guidelines & Confidentiality of Consumer Information Direct Deposit Form (optional)

- Step 3: Enclose copies of applicable state licenses in the pre-addressed envelope.
- Step 4: Enclose state specific required forms where applicable.
  - \* Continuing Education Certificate: CA, CO, IL, IN, MD and WA
  - \* State Form: GA, MA and MD



Please type or print clearly. Incomplete forms will delay processing your appointment

lame)		First		Middle	e
			ence Profe	ssional Designation	
(Note: One address mu	ust be a street address)	PERSONAL INF	ORMATION	_	
		Home Address:			
		City, State, Zip:			
		Home Phone Nu	mber:		
		Date of Birth:			
		—			
			heets of paper		
	<u> </u>	<u>ity</u>	<u>State</u>	<u>Zip</u>	<u>Year(s)</u>
You must include separa	ate documents for each compan	y in which you want to be appointe			
<ul><li>Individual</li><li>Office</li></ul>	<ul> <li>MGA/BGA/GA</li> <li>Partnership</li> </ul>	Bank			
-					
License Number	L	nes of Insurance			n this state?
. <u></u>			Yes	No	
n Certification in			Yes	No	
	СТ	🗆 Yes 🗖 No	IN	Yes	🛛 No
nce: Policy Number	Carrier			Policy Expiration D	ate
	in Business:	in Business: Preferred Mailing Address (Note: One address must be a street address) 	in Business: Preferred Mailing Address: Business PERSONAL INF (Note: One address must be a street address) PERSONAL INF City, State, Zip: Home Address: Date of Birth: Date of Birth: Date of Birth: Gender: Jdresses for prior 7 years below. If more space is needed, you may attach additional s City Date of Birth: Gender: Date of New York You must include separate documents for each company in which you want to be appointed Producer Code Number: Producer Code Number: Date of Insurance  	in Business: Preferred Mailing Address: Business Residence Profe : (Note: One address must be a street address) PERSONAL INFORMATION Home Address: City, State, Zip: Home Phone Number: Date of Birth: Gender: M F  ddresses for prior 7 years below. If more space is needed, you may attach additional sheets of paper <u>City</u> <u>State</u> Home Phone Number: Date of Birth: Gender: M F  ddresses for prior 7 years below. If more space is needed, you may attach additional sheets of paper <u>City</u> <u>State</u>  ddresses for prior 7 years below. If more space is needed, you way attach additional sheets of paper <u>City</u> <u>State</u>  ddresses for prior 7 years below. If more space is needed, you way attach additional sheets of paper <u>City</u> <u>State</u> <u>City</u> <u>State</u>	in Business: Preferred Mailing Address: Business Residence Professional Designation

Plea	se fill out completely. Attach addition	al sheets, if needed.	
Employment History	(Last seven years)		
From MO YR	Employer	From MO YR	Employer
To MO YR	Street Address	To MO YR	Street Address
	City/State/Zip		City/State/Zip
Salary Draw	Type of Business	Salary Draw	Type of Business
(please circle one)		(please circle one)	
Start Salary	Reason for Leaving	Start Salary	Reason for Leaving
End Salary	Supervisor(s)	End Salary	Supervisor(s)
Positions Held/ Duties	Telephone	Positions Held/ Duties	Telephone
	( )		( )
	May We Contact Y N		May We Contact Y N
If YES, and you are not a	the U.S. on a full-time basis? U.S. citizen, please give your alien registrations the questions below, it is a requirement the second s	on number: hat you provide details on a separate sheet c	Yes No
2 Have you used any other	names or aliases in the last 7 years?		🗅 Yes 🗅 No
3 Have you ever been conv	If yes, please list any/all such names: icted of, or pled guilty to, any felony or misde	meanor other than a minor traffic offense?	🗆 Yes 🗖 No
	urance or securities license denied, suspend		
	ever sanctioned, censured, penalized or othe		🗆 Yes 🗖 No
6 Has any state or federal re	egulatory agency filed a complaint against yo	bu?	🗆 Yes 🗖 No
	ompany ever denied, ever paid out on, or rev		🗆 Yes 📮 No
2	denied, paid claims on, or cancelled your co	0	
	filed a bankruptcy petition or declared bankr		□ Yes □ No
	t, either during your association or within 5 y	een associated ever filed a bankruptcy petition	🗆 Yes 🗖 No
	judgments, garnishments, or liens against y		🗆 Yes 🗖 No
12 Are you in debt to any ins			🗆 Yes 🗖 No
13 Are you currently a party t	to any litigation or subject of any investigation	י?	🗆 Yes 🗖 No
· ·	requested an appointment with GE Capital A	•	🗆 Yes 📮 No
-	surance or AMEX Assurance Company befor or appointment ever been refused?	e?	🗅 Yes 🗅 No
business need for additional f to time as it deems necessary I authorize the employers, ref and all information concerning and release all parties from a <i>appointment will, in part, be b</i> herein which is found to be in I hereby certify under penalty	inancial and personal background information y through independent investigation and/or the erences, and insurance companies listed he g my previous employment and / or appointment Il liability for any damage that may result from assed upon this Producer Information Form a accurate or incomplete shall be grounds for	ponstitute a contract. I acknowledge the Compar- in and I hereby consent to the Company obtaining arough a consumer report obtained from a consu- rein and on any background reports pertaining the nent any pertinent information they may have, per in furnishing same. Finally, I acknowledge and a and background information, and that any represe termination of my appointment. in is accurate and complete. I have read, under	ng such information from time umer reporting agency. o me, to release any ersonal or otherwise, agree that my sentation made
Signature:		Date:	

Reminder: All advertisements referring to General Electric Capital Assurance Company or GE Capital Life Assurance Company of New York or their product(s), must be approved in writing by the Company prior to use.



### Agent Agreement

Name of Agent:

Address of Agent:

This is an Agreement, made by and between General Electric Capital Assurance Company ("Company") and you, *(the above named Agent)*, executed and effective as of the date shown in Section VIII of this Agreement. It defines your relationship with the Company as an agent. Both you and the Company promise to comply with the terms of this Agreement and any amendments to this Agreement, and the terms of your Sales Compensation Plan(s).

### **SECTION I - DEFINITIONS**

- 1. When used in this Agreement, the terms listed below have the following special meanings:
  - (a) "Affiliate" means any company, person or corporation controlled by or under common control with the Company at any time while this Agreement is in effect.
  - (b) **"Agent"** means the party contracting with the Company under this Agreement. "You" or "your" refers to the Agent.
  - (c) **"Assigned Territory"** means the territory designated from time to time by the Company where you are authorized to sell or solicit applications for Products.
  - (d) **"Products"** means insurance policies/certificates, and riders or endorsements thereto offered by the Company which are identified on Schedule A or on your Sales Compensation Plan(s).
  - (e) **"Records and Materials"** means all records, files, manuals, forms, materials, supplies, stationery, literature, seminar materials, computer software, diskettes, licenses, papers and books that the Company or an Affiliate furnishes or leases to you for use, in connection with your performance under this Agreement or with the Products.
  - (f) **"Sales Compensation Plan(s)"** means the document(s) attached hereto and made a part hereof as amended and published from time to time by the Company which describe(s), among other matters:

- [i] the payment of commissions or other compensation;
- [ii] the imposition of penalties and chargebacks;
- [iii] production requirements; and
- [iv] any special compensation rules published by the Company on special class extra premiums, waived or commuted premiums, advance premiums, premium refunds, conversions, replacements, reinstatements or other special situations defined by the Company.

### SECTION II - AUTHORITY

- 1. You are hereby appointed as the Company's agent and authorized:
  - (a) To solicit applications for Products in your Assigned Territory. You have no exclusive solicitation rights within your Assigned Territory. The Company makes no commitment that all policies offered by the Company will be deemed authorized Products hereunder, and reserves the right to appoint other agents in this territory, or to withdraw therefrom; and
  - (b) To collect initial premium payments for Products you solicit, but only through checks payable to the Company. All premiums you collect shall be held by you in a fiduciary capacity, and remitted immediately to the Company's designated office.
- 2. In accepting this appointment and authority, you agree:
  - (a) Not to solicit applications for Products unless all licenses or registrations and Company appointments required by law or by the Company are in force and effect;
  - (b) To fully explain the terms of any Product, make no untrue statements, and state all relevant facts with respect thereto;
  - (c) To comply with all laws, rules, regulations and Company policies and procedures that apply to your activities under this Agreement, and to keep complete and accurate records of all transactions pertaining to this Agreement;
  - (d) To promptly deliver premium receipts approved by the Company and Products originating from applications obtained by you, but only when the applicant appears to be in insurable condition and the initial premium (if required) has been duly paid;
  - (e) To immediately report and remit to the Company or its designee, any initial premium payments you receive originating from applications you obtain, to insure that all premium checks collected are made payable to the Company, and not to endorse any checks payable to the Company;
  - (f) To be responsible for and pay all expenses and fees you incur while carrying out the terms of this Agreement;
  - (g) Not to alter or change the provisions of any Product and not to incur any liability, indebtedness or expense on behalf of the Company;

- (h) Not to offer, pay, or allow to be offered or paid, as an inducement to any proposed insured or applicant, a rebate of premiums or any other inducement not specified in the Product (except as may be expressly allowed by law and in compliance with state rules, regulations or guidelines) or attempt to induce any person to surrender, lapse or forfeit any Product sold pursuant to this Agreement except to replace it with another Product of the Company in accordance with Company guidelines. The provisions of this subsection shall survive the termination of this Agreement;
- (i) That all applications you submit are subject to acceptance or rejection by the Company at its Home Office;
- (j) To be responsible to the Company for all business produced by you and for the acts of your employees;
- (k) To deliver to the Company evidence of any claim for benefits under Products immediately upon receipt;
- (l) With respect to diskettes supplied to you by the Company:
  - [i] not to make any modifications to such diskettes;
  - [ii] to update such diskettes with any required current information upon notice thereof by the Company or its marketing affiliates;
  - [iii] not to reproduce such diskettes except for back-up purposes or where more than one computer is used on your premises; and
  - [iv] not to transfer, rent, sell or in any way make available such diskettes to anyone without the prior consent of the Company; and
- (m) To maintain liability insurance against claims for damages based on actual or alleged professional errors or omissions, at all times during the term of this Agreement, in an amount and with an insurer reasonably acceptable to the Company, unless excused from maintaining such insurance by the Company in writing because you are only selling Products for the Company with respect to which the Company's policies do not require such insurance. Proof of such insurance coverage shall be furnished to the Company upon request, and you shall notify the Company immediately if for any reason such insurance coverage ceases to be in effect.
- (n) Not to engage in any efforts to systematically replace Products issued by the Company pursuant to this Agreement with other insurance products, directly or indirectly, or to encourage any agents or other persons to do so, either during or after termination of this Agreement.

### SECTION III - INDEPENDENT CONTRACTOR

1. You are an independent contractor with respect to the Company and not an employee, for all purposes including but not limited to state or federal income tax, Social Security, worker's compensation and unemployment compensation. Nothing in this Agreement shall be interpreted as creating an employer/employee relationship between the Company and you. You agree to accept any responsibilities placed on an independent contractor by any statute, regulation, rule of law, or otherwise.

- 2. You decide whom to choose as business prospects and when and where to conduct your working activities within your Assigned Territory. You acknowledge that you set your own business hours.
- 3. As an independent contractor, you are responsible for paying all present or future taxes, duties, assessments, agent appointment fees, and any governmental charges related to this Agreement.

### SECTION IV - COMPENSATION

- 1. The Company or its duly authorized representative, who may be a General Agent or a Managing General Agent/Brokerage General Agent to whom the Company may assign you for supervision and training, will pay you commissions in accordance with the provisions of this Agreement, or of an agreement you enter into with the General Agent.
  - (a) If commissions are payable to you under this Agreement, they will be payable in accordance with your Sales Compensation Plan(s), any amendment(s) thereto, and any amendment(s) to this Agreement.
  - (b) If commissions are payable to you under an agreement you enter into with a General Agent, no commissions or other compensation will be payable to you from the Company under this Agreement. In such event, your execution of this Agreement reflects your understanding and acceptance of the Compensation provisions under this Section IV of the Agreement, and you thereby release the Company from any and all obligation for compensation as the result of your sale of its Products.
  - (c) If you are a natural person, any commissions due and payable to you at the time of your death or thereafter under this Agreement shall be paid to the executor or administrator of your estate.
  - (d) This is a conditionally vested Agreement subject to the following conditions:
    - [i] If this Agreement terminates for "cause" pursuant to Section VI-2., commissions due or payable on or after the date of termination shall be forfeited at the Company's sole option.
    - [ii] If this Agreement terminates because of the dissolution, insolvency or bankruptcy of your corporation or partnership, no commissions shall be payable hereunder subsequent to the date of dissolution, insolvency or bankruptcy unless the prior consent of the Company has first been obtained, which consent shall not be unreasonably withheld.
- 2. Charges and Payment
  - (a) Any commissions to which you may be entitled hereunder shall be payable to you only after the due date of the premium and after receipt of the gross premium by the Company at its designated office.
  - (b) No commissions will be payable on account of waived premiums or premiums refunded for any reason. Any commissions received on account of any such premiums shall be promptly returned in full to the Company by you and shall constitute an indebtedness to the Company until returned.

- (c) If any of the events listed below should occur while this Agreement remains in full force and effect or thereafter, the Company may withhold any commissions that you would otherwise have been entitled to receive or may have become entitled to receive under this Agreement:
  - [i] your suspension while the Company investigates whether cause for terminating this Agreement exists;
  - [ii] your encouragement of any person, directly or indirectly, to terminate an agent agreement with the Company or an Affiliate, without the prior consent of the Company; or
  - [iii] your disclosure or use of any trade secret or other proprietary information of the Company or an Affiliate in competition with or in a manner adverse to the interests of the Company or an Affiliate.

Such withholding may continue until the violation has been corrected or the situation has been resolved to the satisfaction of the Company. No interest shall be payable on any amounts withheld hereunder.

If you are found to be guilty of any such wrongdoing, the Company may retain, or charge you for the following as damages: the amount of its loss plus expenses it incurred in connection with the loss, including costs of investigation.

- (d) In addition to other appropriate legal remedies, the Company has the right to apply any commissions payable to you by the Company against any debt you owe the Company or an Affiliate. You hereby grant the Company a first security interest in any and all such commissions.
- (e) The Company may recover any amounts advanced to you or any amounts paid on your behalf by the Company or an Affiliate, or any amounts charged to you under this Agreement from any commission or other compensation due you from the Company but not yet paid.
- (f) Upon termination of this Agreement, you must promptly pay, on demand, any debt you owe the Company, including any chargebacks payable and remaining due to the Company. Repayment is required even for chargebacks made on or after termination of this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 3. Commission Statements
  - (a) Except for clerical errors and/or undisclosed material facts, the regular commission statement the Company issues to you shall be deemed to be an accurate and complete record accepted by and satisfactory to you of:
    - [i] all the commissions the Company owes you, and
    - [ii] all commission accounts between you and the Company purporting to be covered by that statement.

(b) Acceptance by you of these regular commission statements constitutes full satisfaction and agreement by you as to the amounts and accounts referred to above. The only exceptions shall be in the case of a claim by you to the contrary in writing and received at the Home Office of the Company within the time period set forth in your Sales Compensation Plan(s).

### SECTION V - RESTRICTIONS ON YOUR ACTIVITIES

- 1. Using Information You Acquire
  - (a) All Records and Materials are the property of the Company or an Affiliate. You agree that you will not reproduce or use or allow the reproduction, distribution or use of the Records and Materials in any manner whatsoever, except pursuant to written Company policy or with the prior written consent of the Company.
  - (b) You are responsible for the safekeeping of Records and Materials which shall be open for audit and inspection by the Company at any time during your normal business hours. Upon termination of this Agreement, all Records and Materials remain the Company's property and must be returned to the Company immediately, or, with the consent of the Company, destroyed.
- 2. Advertising and Using the Company Name and Logo

You agree not to publish or distribute any advertising materials referencing the Company's name, products, logo, or services, including in any manner which would imply or indicate the offer and/or sale of a security or interest in a security as defined in the Securities Act of 1933, as amended, without first obtaining the prior written approval of the Company to do so. You further agree to comply with any special advertising guidelines published by the Company from time to time.

### SECTION VI - TERMINATION

- 1. The Agreement may be terminated by either party for any reason including failure to meet minimum production requirements in your Sales Compensation Plan(s) and without "cause" by giving the other party at least ten (10) days prior written notice to that effect. For "cause" the Company may terminate this Agreement immediately without any prior notice to you.
- 2. For purposes of this Agreement, "cause" shall include, but not be limited to, the following:
  - (a) commission of a fraudulent, dishonest or illegal act adversely affecting the Company or an Affiliate;
  - (b) withholding or misappropriating funds of the Company, its policyholders or applicants for any reason;
  - (c) violation of any provision hereunder regarding the making of Records and Materials available for audit and inspection;
  - (d) voluntarily surrendering your license after being cited for misconduct;
  - (e) willful violation of the laws, rules or regulations of any jurisdiction in your Assigned Territory, or any governmental authority exercising jurisdiction over you; and

(f) willful violation of any material terms or provisions of this Agreement.

The Company shall have the right to deem this Agreement to have been terminated for "cause," if, after the Agreement terminates without cause, you violate the provisions of Section II. 2(n) of this Agreement.

- 3. If the Company believes it may have the right to terminate this Agreement for cause, the Company can notify you that it is suspending this Agreement while it investigates whether cause for termination exists. This suspension can be imposed in place of terminating the Agreement, in order to provide time for determining the facts. Until a suspension is withdrawn, it has the same effect on your rights to commissions and other compensation hereunder as does notice of termination for cause. The Company will notify you whether your suspension is to be withdrawn or the Agreement is to be terminated for cause. If the suspension is withdrawn, all accumulated compensation will be paid immediately. If the Agreement is terminated, the termination shall take effect as of the date you received the notice of suspension, and no further commissions shall be due or payable hereunder for any reason after the date of termination.
- 4. This Agreement terminates automatically in the event:
  - (a) if you are natural person, you die, retire or become totally and permanently disabled (you shall be considered totally and permanently disabled if, by reason of a physical or mental condition, you are unable to perform your natural obligations and duties under this Agreement), or
  - (b) any license or registration you are required to maintain under the terms of this Agreement is cancelled or not renewed, or
  - (c) if you are a corporation or partnership, you are dissolved or terminated.
- 5. If this Agreement terminates pursuant to this Section VI, you agree to and hereby do release the Company from any claim for profits, anticipated profits or earnings hereunder, other than for commissions already earned hereunder. You further acknowledge and agree that you have no claim for a refund or reimbursement of any funds you have advanced or expenses you have paid or incurred in connection with your responsibilities under this Agreement, unless the Company specifically authorized a reimbursement, in writing, prior to termination of this Agreement.

### SECTION VII - MISCELLANEOUS PROVISIONS

- 1. Any notice to the Company under this Agreement must be given by mail or in person to the Company at its Home Office or other designated location. Any notice to you under this Agreement is deemed to have been given on the date delivered to you in person or mailed to your last known address on file with the Company.
- 2. The Company reserves the right, in its sole discretion, without prior notice, to withdraw or modify Products, including but not limited to the premium rates charged and the benefits provided, and to change the underwriting guidelines or practices for Products at any time, and may unilaterally amend your Sales Compensation Plan(s) in accordance with the terms and provisions thereof.

- 3. You and the Company both acknowledge that no oral or written representations were made about this Agreement or about the relationship between you and Company that are not set forth in this Agreement and that this Agreement constitutes the entire contract between you and the Company regarding the subject matter hereof. Your rights and the Company's rights are governed only by this written Agreement and by any other subsequent written agreements or amendments hereto executed in accordance with the terms and provisions hereof. This Agreement may only be amended in writing. No oral representations or promises shall be binding on the Company.
- 4. You agree to indemnify and hold the Company harmless from any and all expenses, attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of you or your employees. The Company agrees to indemnify and hold you harmless from any and all expenses, attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of the negligence, recklessness or intentional misconduct of the negligence, recklessness or intentional misconduct of the Company or its employees. The provisions of this subsection shall survive the termination of this Agreement.
- 5. This Agreement supersedes any agency agreement between the parties which was in effect immediately prior to the effective date of this Agreement. However, this provision does not impair your right to any compensation payable under such prior agreement. You may not assign this Agreement or any payment you become entitled to receive hereunder without the Company's prior written consent, and any attempt to do so shall be void.
- 6. If the Company waives any provision of this Agreement, the waiver shall apply only to that provision, and not to any other provision(s) of this Agreement. No waiver shall be effective unless it is in writing and signed by a duly authorized officer of the Company.
- 7. All notices or other communications given under this Agreement may be made by guaranteed overnight delivery, telecopy (including facsimile transmission) or certified mail. Notice is effective when mailed to the last known address of the party on file with the other party, if different from the address shown above.
- 8. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

### SECTION VIII - EFFECTIVE DATE

This Agreement shall take effect as of \_\_\_\_\_\_, \_\_\_\_\_.

In witness whereof you and the Company have entered into this Agreement through duly authorized representatives at the places and on the dates set forth below.

Executed on behalf of the Agent:	Executed on behalf of General Electric Capital Assurance Company:
By:	By:Name (Print or Type)
Signature:	Signature:
Title:	Title:
(If Applicable)	(If Applicable)
Signed at:	Signed at:
Date Signed:	Date Signed:
Brokerage General Agent Name or Number	

General Agent Name or Number

### ACKNOWLEDGEMENT OF COMPENSATION ARRANGEMENT

I, \_\_\_\_\_\_, acknowledge and agree that any (name of GA or agent) compensation due to me for sales of long term care insurance products under my GA or Agent Agreement with General Electric Capital Assurance Company and/or GE Capital Life Assurance Company of New York (collectively "Company"), will be the responsibility of and paid by the MGA/BGA to whom I have been assigned by the Company (\_\_\_\_\_\_), (name of MGA/BGA)

pursuant to my separate agreement with such MGA/BGA, and that the

Company shall have no responsibility or liability for any such

compensation whatsoever.

Signature

Date

### 10/14/2003

### **General Electric Capital Assurance Company** GE Capital Life Assurance Company of New York

### Agent

### Long Term Care Sales Compensation Plan

The Company shall pay to the Agent compensation calculated in accordance with the following percentages of premiums earned (paid and not refunded) and received by the Company, subject to the following rules.

This Sales Compensation Plan may be amended unilaterally by the Company upon notice, in writing, to the Agent to that effect. Such amendment shall take effect at the time specified in the notice, but in no event prior to thirty days from the time such notice was given. No such amendment shall affect compensation payable with respect to any Product issued upon application(s) taken prior to the effective date of such amendment. Compensation under this Sales Compensation Plan shall be vested in accordance with the terms of the Agreement to which it relates.

Products	State(s)	1st Year <u>Premiums</u>	2nd and Subsequent Years Premiums
LONG TERM CARE ("LTC")	All Other States	60.0 %	6.0 %
AND HOME HEALTH CARE ("HHC")	Delaware	25.0 %	12.0 %
POLICIES/CERTIFICATES	Indiana	26.0 %	13.0 %
	Michigan	31.0 %	4.0 %
	Wisconsin	42.0 %	10.5 %
	Pennsylvania	50.0 %	6.0 %

1. Limited Pay Products. Compensation on Products whose premiums are limited to a predefined definite payment period ("Limited Pay" Products) shall be due and payable only on the following percentage of premiums received and earned by the Company ("commissionable premium"):

Product

### Percentage of Earned Premium

Limited Pay

50%

Changes in commissionable premium levels may be made at the sole discretion of the Company, and shall be communicated in writing in the event of any such change.

2. Should an existing Company Product be replaced by or replace a Limited Pay Product, only the amount of commissionable premium shall be used to determine compensation due the replaced and replacing agents and their Hierarchies.

3. All compensation shall be calculated initially based on gross premiums but ultimately due only on earned premiums.

4. No compensation will be paid on premiums waived under a Waiver of Premium provision for any approved Product; or, on increases in premium resulting from a class rate increase imposed by the Company.

5. In the event a new LTC and/or HHC Product replaces an existing Product, the following terms and conditions shall apply with respect to compensation due and payable on the replacing Product's earned premiums. For purposes of this Sales Compensation Plan, long term care insurance policies issued by The Travelers Insurance Company and Travelers Life & Annuity Insurance Company shall be deemed "existing Products" and subject to internal replacement rules set forth below.

(A) Definitions: The following terms shall have the meanings set forth when capitalized and used herein:

- [i] "Hierarchy" means licensed agents of the Company to whom the agent is assigned by the Company at the time of replacement and/or at the time the replaced Product was written.
- [ii] "Rider" means an attachment to an existing Product adding benefits thereto for stated additional premiums.
- [iii] "Third Party Administrator" or "TPA" means an agent who directly or through an affiliated person receives compensation for providing premium billing and collection services under a written agreement with the Company, as well as compensation based on the same Product premiums.
- [iv] "Replace" or "replacement" refers to the exchange of an existing Product or Products for a new Product, and to the reduction in coverage of an existing Product in conjunction with the contemporaneous issuance of one or more additional Products covering the same insured. In the event multiple Products are simultaneously replaced by a Product or Products, reference to a replaced Product includes all of such replaced Products. Adding a Rider to a Product is not a "replacement" except to the extent the Rider is part of a replacing Product at the time of replacement.
- [v] In the case of a reduction in coverage of an existing Product, in conjunction with the contemporaneous issuance of one or more additional Products covering the same insured, the premium for the replaced Product at the time of replacement refers to the premium for the replacing Product at the time of coverage reduction; and the premium for the replacing Product at the time of replacement refers to the total premiums for all Products issued on the same insured including premiums for a Product or Products issued contemporaneously in conjunction with the reduction in coverage of the existing Product.
- (B) First and subsequent year compensation due the replacing agent and the replacing agent's Hierarchy shall be based only on the increase in premium, if any, for the replacing Product over the premium of the replaced Product.
- (C) In the event the premium for a replacing Product equals or exceeds the premium for the replaced Product at the time of replacement, the replaced agent and the replaced agent's Hierarchy for the replaced Product will continue to receive compensation due under the replacing Product in accordance with compensation due under the replaced Product.
- (D) In the event the premium for a replacing Product is less than the premium for the Product or Products replaced at the time of replacement, then the replaced agent and the replaced agent's Hierarchy for the replaced Product will continue to receive compensation with respect to that portion of the replacing Product's premium calculated as follows:

Compensable	14 - A			
Portion of Replacing	=	<b>Replacing Product Premium</b>	x	
<b>Product Premium for</b>		<b>Replaced Product Premium</b>		
Replaced Agent				

Amount of Premiums on which replaced Agent received compensation under replaced Product

(E) In the event a new Product replaces an existing Product and either the replacing or the replaced agent is a TPA, the following terms and conditions shall apply:

- [i] Compensation due on the replacing Product shall be payable to the agent who originally personally produced the existing replaced Product, provided that original agent is both duly licensed and currently authorized to represent the Company at the time of replacement, and continues to provide a satisfactory level of service to the policyholder as defined by the Company from time to time.
- [ii] Override compensation, if any, due with respect to the replacing Product shall be payable to the Hierarchy of the agent due compensation under the replacing Product.
- (F) All compensation and overrides payable with respect to replacements and rate increases are subject to limitations and/or restrictions imposed by applicable law and regulations.

6. Notwithstanding any other provisions of this Sales Compensation Plan, in the event compensation due and payable to you pursuant to the Sales Compensation Plan under the Agreement averages less than \$50.00 per month in any calendar year after this Agreement has been terminated, no further compensation shall be due or payable under this Sales Compensation Plan.

7. Acceptance by you of your regular compensation statement constitutes full satisfaction and agreement as to its accuracy and completeness. An exception to this may be made in the event you make a written claim to the contrary, which we receive at our offices within sixty (60) days after you received the compensation statement or a clerical error has been discovered.

### 8. Minimum Production Requirements

A minimum of \$10,000 in annualized premiums must be placed over each twelve (12) month calendar year. Failure to fulfill this requirement may result in termination of this Agreement.



## **Disclosure of Intent to Obtain Consumer Reports**

This is to advise you that GE Financial Assurance Holdings, Inc. and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent and/or representative of GE Financial Assurance Holdings, Inc., or one or more of its affiliates.

If requested, the report will be obtained from the investigative consumer-reporting agency named below:

Business Information Group, Inc. P.O. Box 130 Southampton, PA 18966 (800) 260-1680

The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

### Authorization to Obtain Consumer Reports

The undersigned hereby authorizes GE Financial Assurance Holdings, Inc. and its affiliates to procure one or more consumer reports and to share the information obtained therefrom with each other with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of GE Financial Assurance Holdings, Inc. or one or more of its affiliates.

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

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

Print Name:

<u>Affiliated Companies</u>: American Mayflower Life Insurance Company of New York, Capital Brokerage Corporation (dba GE Capital Brokerage Corporation in IN, MN, NM and TX), Federal Home Life Insurance Company, First Colony Life Insurance Company, GE Capital Life Assurance Company of New York, GE Group Life Assurance Company, GE Investment Distributors, Inc., GE Life and Annuity Assurance Company, GE Private Asset Management, Inc., General Electric Capital Assurance Company, Professional Insurance Company (dba PIC Life Insurance Company in CA), Terra Financial Companies, LTD., Union Fidelity Life Insurance Company

# **General Electric Capital Assurance Company GE Capital Life Assurance Company of New York**

NAME AND LOGO GUIDELINES OF GE FINANCIAL ASSURANCE COMPANIES FOR ADVERTISING, SPECIAL PUBLICATIONS, SALES MATERIALS, AND NOTICE OF AGENT CONDUCT RULE

### LONG TERM CARE DIVISION

### **ADVERTISING GUIDELINES AND CONFIDENTIALITY OF CONSUMER**

### **INFORMATION**

GE Financial Assurance companies logos and/or names may **only** be used by Producers **with prior written approval** from a GE Financial Assurance company and in the following manner:

- 1. Brochures and sales materials supplied by and/or approved in writing by a GE Financial Assurance company, stationery and envelopes.
- 2. Standardized ad mats developed and approved in writing by a GE Financial Assurance company and published in their exact form. (All media materials must be approved by a GE Financial Assurance.company.)
- 3. Custom ad mats developed by appointed sales representatives and approved in writing by a GE Financial Assurance company, along with the media materials to be used.

Logos incorporating the name of an insurer (e.g., GE Capital Assurance or GE Capital Life) may not be used.

Advertising and communications should leave the public with the impression that the Producer is a licensed insurance agent representing the GE Financial Assurance Long Term Care Division; however, the proper name of the actual underwriting insurer should always be disclosed appropriately.

No written document which purports to bind or obligate a GE Financial Assurance company may be produced or used by the Producer without express written permission of that GE Financial Assurance company.

Failure to follow the above Guidelines may lead to disciplinary action up to and including termination of the Producer's relationship with the Long Term Care Division.

ALL BROCHURES, SALES MATERIALS, STANDARDIZED AND CUSTOM AD MATS (OTHER THAN PRE-PRINTED, PRE-APPROVED GE FINANCIAL ASSURANCE ADVERTISING MATERIALS) AND WEBSITE ADVERTISING MATERIALS, MUST BE SUBMITTED IN WRITING TO GE FINANCIAL AS<del>SURANCE LONG TERM</del> CARE DIVISION'S ADMINISTRATIVE OFFICE FOR APPROVAL AT LEAST 30 WORKING DAYS PRIOR TO THE PUBLICATION'S SCHEDULED DUE DATE, AND MAY NOT BE USED UNTIL WRITTEN APPROVAL IS RECEIVED. BE SURE TO ALLOW ENOUGH TIME TO INCORPORATE ANY CHANGES OR EDITS THAT MAY BE NECESSARY

Please keep a copy of this document as well as the attached "Notice of Agent Conduct Rule" for future reference.

	[Please sign and return to GE Financial Assurance Long Term Care Division]
POLICIES AND PROCEDUE	RES ACKNOWLEDGMENT

I, \_\_\_\_\_\_, have read and understand the GE Financial Assurance Long Term Care Division Advertising Guidelines and Notice of Agent Conduct Rules regarding Confidentiality of Consumer Information and agree to abide by them fully. I also understand that it is my responsibility to disseminate this information to any and all Producers reporting to or through me.

Signature of Producer

Date

Revised 6/1/01

# Here's how to enroll.

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Example

Deposit \$

**Deposit \$** 

- Fill out the form completely. Be sure to include your Producer Code and social security number.
- 2. Mark the box to indicate if this is a request for enrollment or a change in your account distribution, your financial institution, or your account number.
- 3. Fill in either the dollar column or the percent column. This determines whether your commissions are allocated on a dollar or a percentage basis.

- 4. Mark the account type.
- **5.** Provide the name(s) of the financial institution(s).

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- 6. Provide your account number(s).
- 7. Sign and date the form and return to the Commissions Department in the envelope provided.

Please attach a voided check for each checking account. Call with any questions (800) 456-3399, ext. 7766.

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I hereby authorize GE Capital Assurance to automatically withhold funds from, and/or make deposits to, the financial institution account(s) listed above from commissions due me, and if necessary, to reverse such amounts withheld or deposits made to listed account(s) in error. This authorization will remain in effect unt have notified GE Capital Assurance in writing to cancel it and GE Capital Assurance has had reasonable ti to process my notice.

Attach a voided check for each checking account.

OR

OR

Return this form to the Commission's Department in the envelope provided

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□ Other

Signature (required)

### Notice of Agent Conduct Rule

### Confidentiality of Consumer Information General Electric Capital Assurance Company and GE Capital Life Assurance Company of New York jointly referred to hereinafter as "Company"

Company has established the following rule to govern Agent conduct in conjunction with personally identifiable financial or health information with respect to individuals. As provided in Company's Agreement with each of its Agents, hereinafter "Agreement", Company's Agents are required to conduct themselves in compliance with all applicable laws, rules and regulations as well as Company's policies and procedures.

### Use and Disclosure of Company Information and Agent Information

Agent shall use and disclose Company Information solely in accordance with Applicable Law and the Agreement. Subject to the provisions of the Agreement, Agent may use Agent Information in its sole discretion.

Except as provided in this rule, Agent shall use Company Information solely for the purposes for which it was disclosed and shall not reuse or redisclose Company Information for other purposes, except (a) to provide services or products on Company's behalf, including but not limited to, offering products and/or services to the Consumer, (b) in order to effect, administer or enforce a transaction requested or authorized by the Consumer, (c) subject to any agreements between the Agent and Company, or (d) with Consumer consent provided in accordance with Applicable Law and pursuant to a privacy notice provided by Agent to Consumer.

Prior to Agent disclosing Company Information to an affiliate or third party in order to perform services or functions under Agent's Agreement with Company, Agent must (i) enter into a confidentiality agreement requiring such third party to maintain the confidentiality of such information, and (ii) restrict such affiliate or third party from disclosing Company Information except to perform services or functions pursuant to the Agreement.

Agent shall maintain the confidentiality of Company Information. Agent either shall return Company Information to Company or destroy Company Information upon request of Company upon the termination of Agreement.

Agent shall implement and maintain appropriate administrative, technical and physical safeguards 1) to ensure the security and confidentiality of Company Information, 2) to protect against any anticipated threats or hazards to the security or integrity of Company Information, and 3) to protect against unauthorized access to or use of Company Information which could result in substantial harm or inconvenience to any Consumer.

The disclosure restrictions of this rule on Agent shall not apply to Company Information or Agent Information that is required or specifically permitted to be disclosed by the Agent pursuant to Applicable Law, regulatory request, legal process, subpoena or court order.

If Agent or any of its representatives are requested pursuant to, or become compelled by Applicable Law, regulatory request, legal process, subpoena or court order to disclose Company Information, Agent will provide Company with prompt advance written notice of such intended disclosure so that Company may seek a protective order or other appropriate remedy or, in Company's sole discretion, waive compliance with the terms of this rule.

If such a protective order or other remedy is not obtained, or Company waives compliance with the terms of this rule, Agent will furnish only that portion of the Company Information which is legally required and Agent shall cooperate with Company's efforts (at Company's sole expense) to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

### Definitions

"Agent Information" means non public personally identifiable information, as those terms or similar terms are defined by Applicable Law and Agent's Agreement, obtained by Agent with respect to a Consumer relating to Agent's independent transactions or services for such Consumer and includes (i) personally identifiable financial or health information with respect to a Consumer that is not publicly available, and (ii) any list, description, or other grouping of prospective, current and former Consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial or health information that is not publicly available. Agent Information shall not include information obtained by Agent whether from a Consumer, Company or otherwise with respect to a Consumer relating to a Company product or service, servicing of Company products or service, or claims relating to such products or services.

"Applicable Law" means all applicable federal, state and local statutes, regulations, regulatory guidelines, and judicial or administrative interpretations.

"Consumer" means an individual who seeks to obtain, obtains or has obtained insurance or another financial product or service from Company or Agent, which product or service is used or intended to be used for personal, family or household purposes.

"Company Information" means non public personally identifiable information, as those terms or similar terms are defined by Applicable Law and Agent's Agreement, obtained by Company with respect to a Consumer relating to Company's offering or provision of products or services to such Consumer and includes (i) personally identifiable financial or health information with respect to a Consumer that is not publicly available, and (ii) any list, description, or other grouping of prospective, current and former Consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial [or health] information that is not publicly available. Company Information also shall include information obtained by Agent, whether from the Consumer, Company or otherwise with respect to a Consumer relating to a Company product or service, servicing of Company products or services, or claims relating to such products or services.

# Guide to Ethical Market Conduct



**GE Financial** 

GEFA17243 8/2003



A vital element for the success of GE Financial is a strong commitment to high standards of business practices and market conduct in the insurance marketplace. GE Financial's *Guide to Ethical Market Conduct* lays out the business practices and values that are fundamental to our company and our industry. In this regard, we fully support the Insurance Marketplace Standards Association (IMSA) and have adopted IMSA's Market Conduct Program. The IMSA Principles that are the standards and requirements for membership are enclosed for your reference.

GE Financial's Code of Ethical Conduct represents our company's view of how all distributors and employees must operate on a daily basis. This Code, along with IMSA's Principles, creates the foundation of our market conduct philosophy. Please read the enclosed materials carefully and ensure that you understand them.

Thanks in advance for joining me in making a personal commitment to embrace this program and these principles. As distributors and employees of GE Financial, we are all responsible for upholding them and ensuring they are part of our culture.

> Michael D. Fraizer President and CEO GE Financial

As a representative (distributor and/or employee) of one or more of the GE Financial companies ("Company"), it is my professional responsibility to:

- 1. Make recommendations and present products based on an analysis of the insurable needs or financial objectives of the customer.
- 2. Strive to provide each customer with an understanding of the nature of any recommended product and its features, and to provide honest and accurate disclosure for an informed customer purchasing decision.
- 3. Treat each customer with respect and dignity and protect the privacy of each customer's personal information.
- 4. Establish and maintain the trust and confidence of every customer by delivering high quality service.
- 5. Present the Company, its products and the industry in a fair and professional manner.
- 6. Improve professional skills through continuing education and increased knowledge of industry issues and products.
- 7. Keep informed of and comply with applicable laws, regulations and Company requirements.
- 8. Communicate my concerns about activities or conditions that may be in violation of this code.

# 2 The Code of Ethical Conduct...What It Means

# *Code 1:* Make recommendations and present products based on an analysis of the insurable needs or financial objectives of the customer.

In making recommendations to a customer, we believe our distributors and employees should have reasonable grounds to believe that the recommendation addresses the customer's insurable needs or financial objectives. Each customer's circumstances should be discussed, including relevant financial information. The customer's need for insurance and investment products should be thoroughly reviewed and values, benefits and costs of existing coverages and products should be considered when making recommendations.

We strongly encourage the use of fact finding and needs analysis tools to assist distributors in determining customers' needs and objectives. A list of recommended financial analysis tools and training on needs-based selling is available from the Company.

# *Code 2:* Strive to provide each customer with an understanding of the nature of any recommended product and its features, and to provide honest and accurate disclosure for an informed customer purchasing decision.

We believe distributors and employees should have an understanding of the features and operations of the products that are presented and provide customers with information that is consistent with making appropriate buying decisions. Our distributors and employees should clearly identify the product being sold and provide balanced, complete information on features, benefits, costs, limitations and contract terms.

We are committed to providing clear, straightforward and factual sales and advertising materials. Therefore, all advertisements referring to any of the GE Financial companies or their products must be approved in writing prior to use. The advertising approval process, Company standards and related laws and regulations are available from your Company's Compliance Department or by contacting the GE Financial Corporate Compliance Department at (804) 662-2780.

It is important that illustrations be used appropriately in sales presentations. To ensure that illustrations contain the required disclosure, only pre-approved illustration systems may be used.

We believe that replacement of an existing insurance or annuity policy must be appropriate for the customer and meet his or her needs or financial objectives. From a customer's perspective, an appropriate replacement is also one that is justified from either an economic or personal standpoint. The provisions, features and benefits of both the current and proposed product should be considered in relation to the client's needs, circumstances and goals. Some examples of the types of provisions that should be considered are: premium rate differences, differences in suicide and incontestability provisions for individual life insurance and pre-existing conditions, waiting periods, elimination periods, and probationary periods for health insurance policies. In addition, factors such as the age and health of the customer must be considered. Distributors are expected to provide all material information that the customer needs in order to ascertain whether replacement of an existing policy or contract is appropriate.

All replacements must be in compliance with applicable regulations and Company rules. Many states require accurate written comparisons of existing and proposed contracts to be provided to the customer when proposing a replacement. Distributors are expected to know and comply with these requirements.

# *Code 3:* Treat each customer with respect and dignity and protect the privacy of each customer's personal information.

In our normal course of business, we are in a position to accumulate personal information about our clients. We believe our integrity and the confidence entrusted to us by our customers are the foundation on which we build our business success. We acknowledge that customers place their trust in our distributors and employees and that nothing should jeopardize that trust. In addition, we must comply with applicable regulatory requirements governing the use of personal information.

### Code 4: Establish and maintain the trust and confidence of every customer by delivering high-quality service.

We are committed to providing quality products and services. We expect our distributors and employees to make a commitment to our clients to provide and maintain competent sales and service. We promote industry education and require all distributors and employees to have the appropriate qualifications and training to perform their functions.

Maintaining customer trust and confidence requires that we respond promptly and thoroughly to customer complaints. GE Financial defines a customer complaint as a written or documented verbal communication received by our Company or its representative which primarily expresses a grievance.

### *Code 5:* Present the Company, its products and the industry in a fair and professional manner.

We believe that ethical sales practices are essential for success in today's business and regulatory environment. We will not engage in unfair competition, including making disparaging or misleading remarks about a competitor. In the effort to support fair competition, we will make accurate representations of our Company and products to customers. We will comply with all applicable state insurance laws and regulations with respect to competing in the marketplace.

# *Code 6:* Improve professional skills through continuing education and increased knowledge of industry issues and new products.

We view ongoing education in our industry as fundamental to competent and customer-focused business practices. Education generally consists of current knowledge regarding industry issues, emerging trends, laws and regulations and product information. Various resources are available for distributors and employees to further their professional skills, including the Company, professional trade groups and independent third-party vendors. If you need assistance identifying the appropriate persons in your business to help you improve your professional skills through continuing education, please contact the GE Financial Corporate Compliance Department at (804) 662-2780 and we will put you in touch with the appropriate parties.

### *Code 7:* Keep informed of and comply with applicable laws, regulations and Company requirements.

We are committed to complying with all applicable laws and regulations, our Code of Ethical Conduct and IMSA Principles. Each distributor and employee is expected to adhere to all requirements regarding the sale and marketing of our products. Failure to comply with laws, regulations and Company policies could result in disciplinary actions up to and including termination of the relationship. We will maintain and enforce policies and procedures to reasonably ensure compliance, including a system for monitoring sales practices, effectiveness of training and communicating all Company requirements.

### *Code 8:* Communicate any concerns about activities or conditions that may be in violation of this Code.

If you have a concern about what constitutes appropriate conduct for you or anyone else, inform the Company of your concern by calling the GE Financial Ombudsperson Helpline at (888) 251-4332. We will provide a timely response to questions about appropriate distributor or employee conduct.

Distributors must maintain appropriate licenses and appointments as required by the applicable jurisdictions in which they sell and solicit business. If you are a distributor and your license is lapsed, revoked, or otherwise terminated you should notify us immediately.

Federal law prohibits an individual from engaging in the business of insurance if the individual (a "prohibited person") has been convicted of certain felony crimes. It is GE Financial's practice to screen potential distributors and employees in order to identify prohibited persons. If you failed to disclose a previous felony conviction, or if you subsequently are convicted of a felony, contact your Company's Compliance Department or the GE Financial Corporate Compliance Department for further instructions. Your conviction may or may not prevent you from representing (or being employed by) a GE Financial company – it depends upon the facts and requires a legal analysis.

# **Concluding Remarks**

For purposes of applying the Code of Ethical Market Conduct and IMSA Principles, we consider distributors to include independent agents, brokers and other types of producers, as well as employees, who are engaged in the solicitation and negotiation of insurance and investment products. Although IMSA membership promotes ethical market conduct for individual life insurance, long-term care insurance, and annuities, it is GE Financial's practice to also apply the IMSA Principles to sales and service of other types of products, if applicable.

The *Guide to Ethical Market Conduct* does not address all situations that may arise in the course of doing business. If you have specific questions or concerns regarding laws and regulations, Company requirements or IMSA Principles that cannot be addressed at a local level, please contact the GE Financial Corporate Compliance Department directly.

### **IMSA** Principles

**PRINCIPLE 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.

> CODE A: The insurable needs or financial objectives of its customers are determined based upon relevant information obtained from the customer and the company enters into transactions which assist the customer in meeting his or her needs or financial objectives.

> CODE B: It maintains compliance with applicable laws and regulations.

> CODE C: In cooperation with consumers, regulators and others, it affirmatively seeks to improve the practices for marketing and sales of covered products.

**PRINCIPLE 2**— To provide competent and customer-focused sales and service.

> CODE A: Its distributors and employees are of good character and business repute, and have appropriate qualifications.

CODE B: Its distributors and appropriate company employees are duly licensed, appointed or otherwise qualified under state law.

CODE C: Its distributors and employees are adequately trained, as appropriate to the company's distribution system.

CODE D: Its distributors and appropriate company employees have adequate knowledge of the company's products and their operation.

CODE E: Its distributors and appropriate company employees participate in continuing education.

### **PRINCIPLE 3**— To engage in active and fair competition.

CODE A: The company maintains compliance with applicable state and federal laws fostering fair competition, and requires its distributors and appropriate company employees to refrain from disparaging competitors.

CODE B: The company or its distributors and appropriate company employees provide information to customers in a manner consistent with Principle 4 prior to replacing covered products.

PRINCIPLE 4 — To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.

> CODE A: Presentation of any material designed to lead to sales or solicitation of covered products is done in a manner consistent with the needs of the customer. All such sales or solicitation communications should be based upon the principles of fair dealing and good faith, and will have a sound basis in fact.

CODE B: Materials presented as part of a sale are comprehensible in light of the complexity of the product being sold.

CODE C: It maintains compliance with applicable laws and regulations related to advertising, unfair trade practices, sales illustrations, and other similar provisions.

CODE D: Illustrations or other representations of premiums and considerations, costs, values, and benefits are accurate, fair, complete and contain appropriate disclosures.

4

# IMSA Principles 5

**PRINCIPLE 5**— To provide for fair and expeditious handling of customer complaints and disputes.

CODE A: Complaints are identified, evaluated, and handled in compliance with applicable laws and regulations related to consumer complaint handling.

CODE B: Good faith efforts are made to resolve complaints and disputes without resorting to civil litigation.

**PRINCIPLE 6** — To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

CODE A: It establishes and enforces policies and procedures reasonably designed to comply with the Principles and Code of Ethical Market Conduct.

CODE B: There is an adequate system of supervision of the sales and marketing activities of its distributors and appropriate company employees in order to monitor their compliance with these Principles and Code of Ethical Market Conduct and applicable laws and regulations.

CODE C: Compliance training sessions are conducted for appropriate company employees on the company's policies and procedures, the Principles and Code of Ethical Market Conduct and applicable laws and regulations.

CODE D: It establishes and enforces policies and procedures reasonably designed to monitor compliance with the Principles and Code of Ethical Market Conduct and applicable laws and regulations. GE Financial is an integrated family of companies providing consumers dynamic ways to accumulate and preserve wealth. Our diverse solutions help our consumers meet financial needs at every stage of their lives.

GE Financial companies include:

American Mayflower Life Insurance Company of New York Capital Brokerage Corporation (dba GE Capital Brokerage Corporation in IN, MN, NM and TX) Federal Home Life Insurance Company First Colony Life Insurance Company GE Capital Life Assurance Company of New York GE Group Life Assurance Company GE Investment Distributors, Inc. GE Life and Annuity Assurance Company GE Private Asset Management, Inc. General Electric Capital Assurance Company Professional Insurance Company (dba PIC Life Insurance Company in CA) Terra Financial Companies, Ltd. Union Fidelity Life Insurance Company



# **GE Financial**

GE Financial 6620 West Broad Street Richmond, VA 23230

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# **Questions?**

### How does Direct Deposit work?

General Electric Capital Assurance Company credits your commissions directly to your account(s). Just complete and submit your enrollment card. You will continue to receive commission statements as in the past.

### When will my funds be available?

Your funds will be available on Wednesdays.

### Does my bank participate?

Virtually all financial institutions participate in the direct deposit program.

# Can I deposit funds into multiple accounts?

Yes. You may allocate your funds among as many as six accounts. Complete the form to designate whether you want your funds allocated either by percentage or fixed dollar amounts.

# What happens if there is not enough commission to fund all my accounts?

Your account ranking will take precedence and the funds will be deposited accordingly.

### How do I cancel or change accounts?

Contact the Commissions Department at (800) 456-3399, ext. 7766.

### How long before Direct Deposit begins?

Allow approximately 3-4 weeks after you send in your form.



**GE Financial Assurance** Long Term Care Division

# **Direct Deposit**

Have your commission checks directly deposited into savings, checking, retirement or insurance accounts.

### CONFIDENTIAL

Goes directly to your account.

### CONVENIENT

Say goodbye to the hassles of dealing with paper checks.

### SAFE

There's no chance your check can be lost or stolen.

### FREE

As simple as that.

# Here's how to enroll.

Example

provided

- **1.** Fill out the form completely. Be sure to include your Producer Code and social security number.
- 2. Mark the box to indicate if this is a request for enrollment or a change in your account distribution, your financial institution, or your account number.
- 3. Fill in either the dollar column or the percent column. This determines whether your commissions are allocated on a dollar or a percentage basis.

- 4. Mark the account type.
- 5. Provide the name(s) of the financial institution(s).
- 6. Provide your account number(s).
- 7. Sign and date the form and return to the Commissions Department in the envelope provided.

Please attach a voided check for each checking account. Call with any questions (800) 456-3399, ext. 7766.

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amounts withheld or deposits made to listed account(s) in error. This authorization will remain in effect until I have notified GE Capital Assurance in writing to cancel it and GE Capital Assurance has had reasonable time to process my notice.