



LONG TERM CARE INSURANCE
Contracting Kit

CARRIER: **MEDAMERICA - LTC**
CURRENT AS OF 11/2008

YOU MUST BE APPOINTED BY MEDAMERICA BEFORE SOLICITING LTC BUSINESS IN ALL STATES

INSTRUCTIONS:

1. Complete, sign and date all pages of:
 - MedAmerica Producer Profile
 - MedAmerica Commission Producer Agreement
 - MedAmerica Commission Schedule (Simplicity for CA only; Simplicity ii for ALL other states)
 - CPS Producer Profile (only for those new to CPS)

2. Include a copy of your current resident insurance license and any non-resident license(s) for states you wish to be appointed in. **If you are assigning your commissions to your Agency or Corporation**, also include a copy of that entity's current insurance license(s).

3. Include a copy of your current E&O Insurance Certificate.

4. Check CE Grid on next page for your state's CE requirements to sell Long Term Care. Only those states that require CE certification to sell LTC are listed. **If your State is listed, please include a copy of your current CE certification.**

5. **Send everything back to CPS Insurance Services, Attn: Long Term Care**

FAX: (949) 225-7173

**Mail: CPS Insurance Services, Attn: Long Term Care
18551 Von Karman, #150, Irvine CA 92612**

Long Term Care Continuing Education (CE) Requirements by State (Updated 10/29/2008 / Source: www.clearcert.com)

CONTINUING EDUCATION REQUIREMENTS TO SELL LONG TERM CARE INSURANCE HAVE BECOME EFFECTIVE OR CHANGED IN MANY STATES

Many states have started requiring new training provisions for long term care insurance producers, either because the state is adopting the Partnership Program, the new NAIC Model training standard, or both. Based on the NAIC Model Act training standard amendment, the training applies to producers selling long term care insurance intended to qualify under a state's partnership program *as well as non-partnership policies*, unless specified otherwise by a state.

Check the CE Grid below for your State's requirements and visit these training websites for most of the required courses:

www.kruise.com
 www.LTCTPartnershipsOnline.com
 www.nltcp.com
 www.LTCiTraining.com

State	Training Deadline Date	Producer Training Details	Training Reciprocity
AR	7/1/2008 for New Producers licensed AFTER <u>7/1/2008</u> 7/1/2009 for Existing Producers licensed BEFORE <u>7/1/2008</u>	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
AZ	6/30/2009	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	Non-residents Only
CA	Pre-existing Rules Apply	Non-Partnership Senior Agents (licensed 4+ years) : 8-hour LTC CTQ (Online) course every 2-yr Licensing Period Junior Agents (licensed 0-4 years) : 8-hour LTC CTQ (Online) course years 1, 2, 3, and 4 CA Partnership – In addition to LTC CTQ requirements above, must also be certified to sell Partnership Senior Agents (licensed 4+ years) : 8-hour CA Partnership class (Seminar only) every 2-yr Licensing Period Junior Agents (licensed 0-4 years) : 8-hour CA Partnership class (Seminar only) years 1, 2, 3, and 4	NO
CT	10/18/2007	CT Partnership ONLY was revised 10/18/2007; there are no CE requirements for Non-Partnership Both of following components must be completed before a producer can be certified to sell CT Partnership (If you are already CT Partnership certified, you do not need to complete new training components until time to renew your certification.) <ol style="list-style-type: none"> 1) Complete a Prerequisite Online Course and pass online exam available at www.ltcitraining.com/CTPartnership.aspx this is only required for NEW CT Partnership producers; existing CT Partnership producers do not need to take the Prerequisite Online Course 2) After completing the online course and exam, the producer must register to take a 4-hour classroom course conducted by the CT Partnership office. To register, you must call the CT Partnership office at (860) 418-6318. For details on revised CT Partnership training: http://www.ct.gov/opm/cwp/view.asp?a=2995&q=383398 	NO
CO	Current Pre-existing Rule 1/1/2009	2 hours CE CO Partnership Program expected effective date 1/1/08. Producers will have until 1/1/09 to complete: One-time 16-hour Classroom Course consisting of 8-hours of general LTC training; and 8-hours of specific Partnership training Then, 5-hour Refresher every 24 months.	Non-residents Only
DE	Pre-existing Rules Apply	Medicare Supplement License required to sell LTC; Must renew every 2 years	NO
FL	12/31/2007 In effect	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	TBD
GA	1/1/2009 *	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	TBD

State	Training Deadline Date	Producer Training Details	Training Reciprocity
IA	01/01/2009	For all LTC policies, Non-Partnership and Partnership One-time training course of at least 4 CE credits, followed by a 3-hr refresher course every CE term. Course must be filed as a CE course and CE credit must be issued. The training content shall consist of topics related to LTC insurance, LTC services, and if applicable, qualified state long term care asset preservation programs. <i>To satisfy requirement, it is recommended to take the NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months</i>	YES
ID	11/1/2007 In effect	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
IL	<u>7/1/2008 for New Producers licensed AFTER 7/1/2008</u> <u>7/1/2009 for Existing Producers licensed BEFORE 7/1/2008</u>	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	Non-residents Only
IN	Pre-existing Rules Apply	Non-Partnership First Year: 8 hours CE; thereafter 5-hours CE every 2 years IN Partnership — In addition to requirements above, must also be certified to sell Partnership Additional 7 hours Partnership training	NO
MD	<u>9/10/2007 for New Producers licensed AFTER 9/20/07</u> <u>9/10/2008 for Existing Producers licensed BEFORE 9/10/2007</u>	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
ME	7/1/2008	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
MI	1/1/2008	For all LTC policies, Non-Partnership and Partnership Michigan has not yet approved Partnership Program, however it has adopted training requirements on subjects related to LTC insurance and long term care. <i>To satisfy requirement, it is recommended to take the NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months</i>	TBD
MN	2/1/2008	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	Partial Non-res producers must be trained in unique aspects of MN Medicaid
MO	8/1/2008 *	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	Non-residents Only
MT	7/1/2008	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
NC	Pre-existing Rules Apply	Medicare Supplement License required to sell LTC	NO
ND	7/1/2008	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
NE	8/1/2008	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
NJ	7/1/2009	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
NY	Pre-existing Rules Apply	NY Partnership ONLY (There are no CE requirements for Non-Partnership) 8-hour Partnership CE course	NO

State	Training Deadline Date	Producer Training Details	Training Reciprocity
OH	9/1/2008	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	Non-residents Only
OK	<u>7/15/2008</u> for New Producers licensed AFTER <u>7/15/2008</u> <u>7/15/2009</u> for Existing Producers licensed BEFORE <u>7/15/2008</u>	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
OR	1/31/2008 In effect	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
PA	12/31/2008	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	TBD
RI	7/3/2008	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	YES
SC	7/1/2009	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	Non-residents Only
SD	7/1/2008	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	Partial
TN	7/1/2009	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training	Non-residents Only
TX	1/1/2009 *	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	Non-residents Only (conditions apply)
VA	9/1/2007 In effect	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months -OR- VA Partnership CE (2 hours) and evidence of prior 6 hours LTC CE certification taken since Jan 1, 2007	Partial Non-res producers required to take 2-hr VA Partnership CE
WA	Pre-existing Rules Apply	6 hours of LTC in total CE hours prior to selling; thereafter 4-hrs every 2 years	NO
WI	1/1/2009	For all LTC policies, Non-Partnership and Partnership NAIC 8-hour Initial Partnership Training; thereafter 4-hrs training every 24 months	Non-residents only/NAIC Content Only

*Training is required by this date or the date a represented carrier releases a partnership policy in the state, whichever is later

As of 10/15/2008 all NAIC National Partnership Training must be completed through a certified ClearCert Network Training Firm

- Achievement Resources
- CEU.com
- Corporation for LTC Partnership Training
- Krieger & Associates
- NAIFA Wisconsin
- State CE

- America's Health Insurance Plans (AHIP)
- Colorado Life
- Educational Concepts Unlimited
- LTC Connection (John Hancock Training)
- Northstar Training
- SuccessCE

- Broker Educational Sales & Training (BEST)
- Connole-Morton Training
- HealthCare Benefit Services, Inc.
- NAIFA Maryland
- Sandi Kruse Insurance Training
- WebCE

An Excellus Company

MedAmerica Insurance Company
Home Office: Pittsburgh, PA**MedAmerica Insurance Company of New York**
Home Office: Rochester, NY**MedAmerica Insurance Company of Florida**
Home Office: Winter Park, FL**Producer Profile****Section 1 - Personal Information (REQUIRED):**Name: _____
First Middle LastDate of Birth: ____/____/____ Social Security Number: _____
MM DD YYYYHome Address: _____
Physical Street Address Required, PO Box Unacceptable) City State Zip Code CountyMailing Address (if different from above): _____
Street Address City State Zip Code County

Business Phone: _____ Business Fax: _____

Email Address (Optional): _____

Section 2 – Agency Information – If you are the principal officer of a corporation and commissions are being assigned to the agency, please complete the following:

Agency Name: _____

Agency FEIN: _____

Section 3 – Errors & Omissions Information (REQUIRED):

Carrier Name: _____

Policy Number: _____ Expiration Date: _____

Section 4 – Agent’s Statements (REQUIRED):**If your answer is “YES” to any of the following, please provide details on a separate sheet of paper and attach**

- Have you ever been convicted or pled nolo contendere for any offense other than minor traffic violations? _____
- Have you ever filed for bankruptcy, been a party in an insolvency proceeding or been a party to a tax lien? _____
- Has your insurance license ever been fined, suspended, placed on probation, or is currently under investigation? _____
- Are you now, or have you ever been, in debt to any insurance carrier? _____

Section 5 – Fair Credit Reporting Act Notice:

You are hereby notified that a background investigation and license verification will be completed on You prior to Your appointment with Us. You authorize a release of written and verbal information about Yourself that may contain facts about Your background, general reputation and license to solicit insurance. You have the right to make a written request for information on the Reporting Agency as well as the nature and scope of the investigation. Furthermore, You have the right to (a) be told if the information in the investigative report negatively impacts Your application; (b) contact the Reporting Agency for full disclosure of the information contained in the investigative report; (c) dispute inaccurate information with the Reporting Agency. You can request a copy of the FCRA by contacting the Federal Trade Commission, Bureau of Consumer Protection - FCRA, Washington, DC 20580

Section 6 – Agent’s Certification (REQUIRED):

I certify that all of the information provided above is true and accurate.

Signature: _____ Date: _____

Section 7 – Sponsoring General Agent’s Information (REQUIRED):

Signature: _____ Date: _____

Name: _____

Agency Name (if applicable): _____

Continue to Page 2: Both pages must be completed and returned for appointment

Section 8 - Documentation Checklist/Worksheet - Attach and return with application:

Resident Appointment Requested In: _____

- Attach copies of your individual and/or agency resident licenses
- LTC Certification, if required by state regulation
- Partnership Certification, if required by state regulation
- Acknowledgment of Training signed & attached for appointment in MA.

Nonresident Appointment Requested In: _____

- Check made payable to "MedAmerica Insurance Company" for applicable nonresident appointment fees. Please contact your Sponsoring General Agent for a current fee listing.
- LTC Certification, if required by state regulation
- Partnership Certification, if required by state regulation
- Acknowledgment of Training signed & attached for appointment in MA.

Section 9 – New Business:

Have you solicited an application on MedAmerica's behalf?

- No
- Yes – Please provide application signature date: _____

Section 10 - Code of Conduct (REQUIRED):

You agree to:

1. Possess a thorough understanding of the benefits and limitations of each long-term care insurance policy presented.
2. Maintain an effective working knowledge of applicable governmental programs (e.g. Medicare and Medicaid) as each relates to long-term care insurance and the consumer's needs.
3. Ensure that all medical questions on long-term care applications are answered thoroughly and truthfully for accurate underwriting.
4. Clearly identify yourself as an independent representative of MedAmerica Insurance Company or MedAmerica Insurance Company of New York.
5. Obey all laws governing business and professional activities and honestly represent product(s) in an accurate and ethical manner without fraud, misrepresentation, exaggeration, coercion, scare tactics or concealment of pertinent facts (e.g. products are long term care insurance, not disability income insurance or any other type of insurance; and any possible tax advantages are subject to change and should be discussed with a consumer's accountant or tax advisor); and without taking advantage of the customer or potential customer that could lead to the customer's detriment in insurance choices based on need and financial capability.
6. Replace or add to a customer's current long-term care insurance coverage only when it is clearly in the policyholder's best interest. (Consider appropriateness of benefits, Company policy(ies), pricing due to new age, pre-existing condition limitations, penalties, and changes in medical history .) In the case of replacement, make sure new coverage is in effect before canceling old policy(ies).
7. Use only Company authorized promotional and marketing materials in the selling process. Fairly focus presentations on positive benefit comparisons rather than disparaging remarks about competition.
8. Treat a customer or potential customer with due courtesy, respect and priority in accordance with thoughtful, ethical and legal business practices.

Signature: _____ Date: _____

You may not solicit applications on Our behalf until your appointment has been processed according to state insurance department regulations. Applications dated prior to this agreement and/or appointment effective date will be returned.

An Excellus Company

MedAmerica Insurance Company

Home Office: Pittsburgh, PA

MedAmerica Insurance Company of New York

Home Office: Rochester, NY

MedAmerica Insurance Company of Florida

Home Office: Winter Park, FL

Commission Producer Agreement

This Agreement is between MedAmerica Insurance Company, MedAmerica Insurance Company of New York, MedAmerica Insurance Company of Florida; (hereinafter referred to as "Company") and:

_____, the principal of _____
Name (First, MI, Last) *Agency Name, if applicable*

(Hereinafter referred to as "Producer"). All provisions of this Agreement shall be in effect when (a) signed by the Producer; and (b) signed and accepted by the Company. This Agreement will remain in effect until terminated.

I) RELATIONSHIPS & AUTHORITY:

- A) **RELATIONSHIP:** The Producer is an independent contractor with respect to the Company. The relationship between the Company and the Producer is not employer/employee, partners or joint ventures. The Company may from time to time prescribe such rules and regulations with respect to the conduct of the business covered by this Agreement as do not interfere with the Producer's freedom of judgment and action hereunder. The Producer will observe such rules and regulations and any manuals, published guidelines and/or specific instructions from the Company. The Producer will not violate any laws, rules or regulations of any federal, state or local government, department or bureau having jurisdiction, nor induce or try to induce any other Agent to violate such laws, rules or regulations. The Producer agrees to comply with the Company's requests for information on investigations for issuance of policies, resolutions of complaints and adjudication of claims; this obligation shall survive the termination of this Agreement.
- B) **RECRUITMENT:** The Producer will use their best efforts to recruit, train and supervise Agents and Agencies (hereinafter referred to as "Downline") to solicit applications for the LTC Insurance Product(s) (hereinafter referred to as "Products"), in those states where: (i) The Company has approved Products and; (ii) The Producer and Downline are in compliance with any and all regulatory licensing and appointment requirements, if any.
- C) **SOLICITATION & APPOINTMENT:** The Company authorizes the Producer to solicit the Company's Products in those states where: (i) The Company has approved Products; (ii) The Producer is in compliance with any and all regulatory licensing requirements at the time of solicitation, if any, and; (iii) The Producer has been appointed by the Company, if required, in accordance with all applicable laws. Applications submitted by a Producer to the Company that are dated prior to the Producer's appointment date will be returned.
- D) **HIERARCHY:** The Producer acknowledges and accepts their place in the hierarchy of the Sponsoring General Agent named in the Producer Profile and agrees to accept the guidance, supervision and management of said Sponsoring General Agent. Producers requesting transfer from their current Sponsoring General Agent (SGA) to another SGA may request transfer by submitting a new contract from the new SGA to Company. Company will forward such request to the Producer's current SGA. If written notice canceling the request to transfer is not received by Company from the Producer within two weeks, the Producer's request will be completed and the Producer will be transferred to the new SGA.
- E) **LIMITATIONS:** The Producer shall not have the authority to: (i) Adjust, compromise, settle or pay any claim made on Policies; (ii) Bind coverage under, or alter or discharge any policy; (iii) Make representations not strictly in accordance with the provisions of the policies; (iv) Extend the time of payment of premium; (v) Waive or extend any policy obligation or condition; (vi) Make any settlement or agreement regarding the settlement of any claim that may be made against the Company; (vii) Receive any premium except the initial premium due on any policy issued under this Agreement; or accept any initial premium other than by check or money order payable to the Company. The Producer shall hold all initial premium payments and all other funds belonging to the Company in trust on behalf of the Company, and remit the premium to the Company within fourteen (14) business days after receipt thereof; (viii) Endorse checks payable to the Company or incur any expense or obligation in the name of or on behalf of the Company; (ix) Solicit if the Producer's license(s) or appointment(s) expires or terminates for any reason; and (x) Directly or indirectly, induce or try to induce any

policyholder of the Company's to discontinue the payment of any premium or lapse or surrender any policies of the Company, except in cases of policy increases.

II) COMPENSATION:

Compensation to Producer will be paid on premium according to the terms of the attached Commission Schedule(s) and any attached Bonus Schedules, if any. Commission is not payable on premium rate increases implemented by the Company.

- A) **COMPENSATION TO THE PRODUCER'S DOWNLINE:** If the Producer assumes responsibility for distribution of commission payments their Downline; the delivery by the Company of Commissions earned by the Producer and their Downline to the Producer shall satisfy any obligations of the Company to pay such Commissions. In such circumstances, neither the Producer nor their Downline shall look to the Company or the Sponsoring General Agent for payment of such Commissions.
- B) **CHANGES TO THE COMMISSION SCHEDULE:** The Commission Schedule may be amended at the Company's discretion, provided the Company notifies the Producer with thirty (30) days written notice.
- C) **SPLIT COMMISSIONS:** The Company will pay a percentage of the Producer's compensation to another party provided: (i) It is at the Producer's direction; (ii) Is evidenced by a cosigned application indicating the split in commission; and (iii) The additional producer(s) are contracted and appointed with the Company at the time the application was solicited.
- D) **ASSIGNMENT OF COMPENSATION:** This Agreement may not be assigned without the written consent of the Company. Upon receipt of an executed Assignment of Compensation, the Company will pay all compensation due under this Agreement to the named Assignee provided that the Assignee is contracted and appointed with the Company. In the event of such an Assignment, the Company's obligation to the Producer for compensation will be fulfilled and the Producer shall no longer seek compensation directly from the Company. Any Assignment of compensation will not be effective unless made in writing.
- E) **WAIVED OR REFUNDED PREMIUM:** Should the Company be required to refund any premium, a corresponding amount of commission will be reversed from the Producer's next payment.
- F) **INDEBTEDNESS:** Upon written notice from the Company to the Producer: (i) Any debt owed by the Producer to the Company shall be deemed due and payable in full, even if there may be future commissions payable under this or any other Agreement with the Company; (ii) Such debt shall be a first lien against any commissions or amounts payable under this or any other Agreement with the Company; and (iii) The Company may, in its sole discretion, offset such indebtedness against any and all commissions or amounts payable to the Producer.
- G) **REPLACEMENT POLICIES:** Notwithstanding this Section II or any attached Commission Schedule, the Company shall pay renewal commission to the Producer for: (i) Any policy reinstated during a year subsequent to the Policy's first year; (ii) Any policy issued by the Company to replace a policy previously issued by the Company; (iii) Any policy issued by the Company to replace a policy previously issued by a carrier other than the Company that is reinsured by the Company; and (iv) where required by law.
- H) **VESTING:** Except as otherwise provided in this Agreement, from the effective date of this Agreement and any attached Commission Schedule, the Producer shall have the vested right to receive all compensation payable under this Agreement. Said vesting shall in no way limit or otherwise affect the Company's right to service the business on which such compensation is payable. Payment of vested compensation will cease when commissions paid under this Agreement in any preceding calendar year amount to less than five hundred dollars (\$500) or if this Agreement is terminated for cause as set out in Section VIII.
- I) **OVERRIDE COMPENSATION:** Where permitted by law, the Producer will be eligible to receive override compensation from the Company on Long-Term Care Insurance policies placed by one of the Producer's Downline producers by provided the Producer: (i) Maintains the appropriate license and appointment in its state of domicile; (ii) Where required by law, maintains the appropriate license and/or appointment in the state where the Policy was solicited; and (iii) Is not directly involved in the selling, soliciting or negotiation of the Policy.

III) INDEMNITY:

The Producer shall indemnify, defend and hold the Company harmless from all claims, suits, hearings, actions, damages of any kind, liability, fines, penalties, losses, costs or expenses (including court costs and attorneys fees), caused by or resulting from any allegation of or misconduct, error, omission or other unauthorized act by the Producer or their Downline; and for the Company's efforts to enforce this indemnification obligation. The Producer has no authority to institute legal proceedings on the Company's behalf of or in connection with any business of the Company. The Producer will send to the Company by certified mail (return receipt requested), within twenty-four (24) hours of receipt, any legal documents served upon the Producer that concern the Company, its Product(s), business or consumers. The Producer shall pay all costs and expenses (including amounts paid in settlement and attorney's fees and disbursements) related to the defenses of any legal action arising from any acts or omissions of the Producer. At the Company's option, the Company may control the defense of any such legal action.

IV) INSURANCE:

The Producer agrees at their cost to be covered by an errors and omissions policy with a minimum coverage of five hundred thousand dollars (\$500,000) per occurrence. The Producer further agrees to provide evidence of such coverage.

V) COMPLIANCE:

- A) The Producer and their Downline shall not make, publish, issue or insert or cause to have published, issued or inserted any advertisement, letter, circular, pamphlet or other publication or statement, written or through the electronic media describing the Company, its Product(s) or mentioning the Company's name without the express prior written consent by the Company and the State Regulators (where required).
- B) In addition to the Indemnity of Section IV, in the event that the Company shall be subject to liability loss, expense, fine or penalty arising out of any unauthorized advertisement, the Producer shall be liable to the Company for all direct, consequential, or other damages of any kind and costs and expenses incurred by or awarded against the Company or for other payments, required to be made by the Company as a result of settlement or otherwise.
- C) Any and all authorized advertisements, circulars and other printed materials and media are the Company's property and shall be returned to the Company promptly upon termination of this Agreement.

VI) TERM & TERMINATION:

This Agreement will remain in effect until terminated. Termination of this Agreement by any party with or without cause shall cause the Producer to cease representing the Company.

- A) **TERMINATION WITHOUT CAUSE:** This Agreement may be terminated without cause by either party with thirty (30) days written notice by registered or certified mail. Such termination shall be effective thirty (days) from the date of mailing.
- B) **TERMINATION WITH CAUSE:** This Agreement will automatically terminate for cause for reasons including, but not limited to: (i) expiration, suspension or revocation of any of the Producer's required licenses; (ii) conduct by the Producer that exposes the Company to legal claims of any kind or results in fines or penalties to the Company; (iii) withholding of funds due to the Company; (iv) non-compliance with any federal, state or local laws, rules or regulation to which the Producer is subject; (v) commission by the Producer of an act involving dishonesty, fraud, theft, embezzlement, disloyalty or other act of moral turpitude as determined by the Company in its sole discretion; (vi) submission of information that the Producer knew or should have known was false to the Company; (vii) breach of a material term or condition of this Agreement.

VII) GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New York.

VIII) MISCELLANEOUS:

We reserve the right, with or without cause, to refuse to appoint or to terminate the appointment of the Producer or any Downline producers. The Company is solely responsible for underwriting Applications, administering Product(s) and settling policyholders' claims. In the event that any provision of this Agreement should be held to be void, voidable, unlawful or, for any reason unenforceable, the remaining portions hereto shall remain in full force and effect.

IX) REPRESENTATION:

The signature below certifies and represents to the Company that the Producer: (i) Acknowledges that it has received or has had the opportunity to receive independent legal advice from counsel of its choice with respect to this Agreement; (ii) Agrees to the terms of this Agreement and the Schedule(s) hereto; and (iii) Is properly licensed to solicit and/or collect commission overrides on Long-Term Care Insurance. This Agreement may be executed via facsimile and such signatures shall be considered originals for all purposes.

Agreed To By:

Producer

Producer's Signature

Date

Producer's Name (Please Print)

Agency Name (If Applicable)

**MedAmerica Insurance Company
MedAmerica Insurance Company of New York
MedAmerica Insurance Company of Florida**

William E. Jones, Vice President, Sales

Date

MEDAmerica

INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

Commission Schedule –California¹

CareDirections Simplicity®

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company.

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	55%
Lifetime	1	65-85	45%
Lifetime	2-10*	18-85	7%
Lifetime	11+*	18-85	3%
10 Year	1	18-85	35%
10 Year	2-10*	18-85	5.5%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	35%
Paid @ 65	2-10*	18-55	5.5%
Paid @ 65	11+*	18-55	3%

Affiliation & Employer Sponsor Sales ²			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	50%
Lifetime	1	65-85	40%
Lifetime	2-10*	18-85	2%
Lifetime	11+*	18-85	3%
10 Year	1	18-85	30%
10 Year	2-10*	18-85	2%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	30%
Paid @ 65	2-10*	18-55	2%
Paid @ 65	11+*	18-55	3%

Replacement Policies:

- Commission for the sale of long-term care policies which replace an existing long-term care policy shall not be greater than the percentage payable for renewal commissions.
- Replacement of policies which were written or reinsured by MedAmerica Insurance Company will be paid renewal commission.

*Simplicity® Service Fee

Included in the Years 2+ renewal commissions on this Schedule is Service Fee compensation. While You have an active Agreement with Us, We will pay You a service fee, equal to 2% of premium for in force policies years two (2) and forward, on Simplicity® policies for which You or Your Agents have placed with Us. So long as Your agreement remains active with Us, You will receive this service fee. You will be considered to have an active Agreement with MedAmerica if: (i) You achieve lifetime annual placed premium of least fifty thousand dollars (\$50,000) with MedAmerica during a continuous appointment term with MedAmerica; or (ii) Your account continuously place(s), at least one (1) policy with MedAmerica every twelve (12) months.

Agreed To By:

Signature _____ Date _____

Name (Required): _____

Agency Name (If Applicable): _____

For MedAmerica Use Only	
Effective Date	
Writing Code	

¹ Nonresidents be licensed and appointed to receive overrides in this state, please include a copy of your California Life & Disability license and check made payable to "MedAmerica Insurance Company" for \$24 for appointment in this state.

² Employer Sponsor Sales not applicable to Nursing Facility Only Product



An Excellus Company

MedAmerica Insurance Company
Home Office: Pittsburgh, PA

MedAmerica Insurance Company of New York
Home Office: Rochester, NY

MedAmerica Insurance Company of Florida
Home Office: Winter Park, FL

Commission Schedule

Simplicityⁱⁱ_{SM}

Available in All Approved States¹ Excluding California, Delaware, Indiana, Michigan, Pennsylvania & Wisconsin

DC Trust – Available in New Jersey

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company, MedAmerica Insurance Company of Florida, and MedAmerica Insurance Company of New York.

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	55%
Lifetime	1	65-85	45%
Lifetime	2-10*	18-85	7%
Lifetime	11+*	18-85	3%
10 Year	1	18-85	35%
10 Year	2-10*	18-85	5.5%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	35%
Paid @ 65	2-10*	18-55	5.5%
Paid @ 65	11+*	18-55	3%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	50%
Lifetime	1	65-85	40%
Lifetime	2-10*	18-85	2%
Lifetime	11+*	18-85	3%
10 Year	1	18-85	30%
10 Year	2-10*	18-85	1.5%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	30%
Paid @ 65	2-10*	18-55	1.5%
Paid @ 65	11+*	18-55	3%

Replacement Policies:

- Commission for the sale of long-term care policies which replace an existing long-term care policy in the states of Alabama, California, Kentucky, New York, North Carolina and South Dakota shall not be greater than the percentage payable for renewal commissions.
- Replacement of policies which were written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida, and MedAmerica Insurance Company of New York will be paid renewal commission.
- Year 1 commissions, where not prohibited by law, or the policy replaces a policy previously written or reinsured by MedAmerica Insurance Company, MedAmerica Insurance Company of Florida or MedAmerica Insurance Company of New York.

*Simplicity ii[®] Service Fee

Included in the Years 2+ renewal commissions on this Schedule is Service Fee compensation. While You are an Active Producer with Us, We will pay You a service fee, equal to 2% of premium for in force policies years two (2) and forward, on Simplicity ii[®] policies for which You are the Writing Agent of Record. So long as You remain an Active Producer with Us, You will receive this service fee. You will be considered an Active Producer with MedAmerica if: (i) You achieve lifetime annual placed premium of least fifty thousand dollars (\$50,000) with MedAmerica during a continuous appointment term with MedAmerica; or (ii) You continuously place, as the writing agent of record, at least one (1) policy with MedAmerica every twelve (12) months.

Agreed To By:

Agent's Signature _____ Date _____

Name (Required): _____

Agency Name (If Applicable): _____

For MedAmerica Use Only		
State(s)	Effective Date	Code

¹ Nonresidents in CA/KY/MT/NM/TX/UT/VA/WA/WV be licensed and appointed to receive overrides, please include a copy of your license(s) and check made payable to "MedAmerica Insurance Company" for applicable fees.

MEDAmerica

INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

Commission Schedule – Delaware Specific

Simplicityⁱⁱ

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company.

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-85	17%
Lifetime	2-10*	18-85	12%
Lifetime	11+*	18-85	3.5%
10 Year	1	18-85	17%
10 Year	2-10*	18-85	11%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	17%
Paid @ 65	2-10*	18-55	11%
Paid @ 65	11+*	18-55	3.5%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-85	12%
Lifetime	2-10*	18-85	7%
Lifetime	11+*	18-85	3.5%
10 Year	1	18-85	12%
10 Year	2-10*	18-85	7%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	12%
Paid @ 65	2-10*	18-55	7%
Paid @ 65	11+*	18-55	3.5%

Replacement Policies:

- Replacement of policies which were written or reinsured by MedAmerica Insurance Company will be paid renewal commission.
- Year 1 commissions, where not prohibited by law, or the policy replaces a policy previously written or reinsured by MedAmerica Insurance Company.

*Simplicity ii[®] Service Fee

Included in the Years 2+ renewal commissions on this Schedule is Service Fee compensation. While You are an Active Producer with Us, We will pay You a service fee, equal to 2% of premium for in force policies years two (2) and forward, on Simplicity ii[®] policies for which You are the Writing Agent of Record. So long as You remain an Active Producer with Us, You will receive this service fee. You will be considered an Active Producer with MedAmerica if: (i) You achieve lifetime annual placed premium of least fifty thousand dollars (\$50,000) with MedAmerica during a continuous appointment term with MedAmerica; or (ii) You continuously place, as the writing agent of record, at least one (1) policy with MedAmerica every twelve (12) months.

Agreed To By:

Agent's Signature

Date

Name (Required): _____

Agency Name (If Applicable): _____

For MedAmerica Use Only	
Effective Date	Code

MEDAmerica

INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

Commission Schedule – Indiana Specific

Simplicityⁱⁱ

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company.

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	26%
Lifetime	1	65-85	24%
Lifetime	2-99*	18-64	13%
Lifetime	2-99*	65-85	12%
10 Year	1	18-85	22%
10 Year	2-10*	18-85	11%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	22%
Paid @ 65	2-99*	18-55	11%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	18%
Lifetime	1	65-85	16%
Lifetime	2-10*	18-85	9%
Lifetime	11+*	18-85	8%
10 Year	1	18-85	14%
10 Year	2-10*	18-85	7%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	14%
Paid @ 65	2-99*	18-55	7%

Replacement Policies:

- Commission for the sale of long-term care policies which replace an existing long-term care policy shall not be greater than the percentage payable for renewal commissions.
- Replacement of policies which were written or reinsured by MedAmerica Insurance Company will be paid renewal commission.

*Simplicity ii® Service Fee

Included in the Years 2+ renewal commissions on this Schedule is Service Fee compensation. While You are an Active Producer with Us, We will pay You a service fee, equal to 2% of premium for in force policies years two (2) and forward, on Simplicity ii® policies for which You are the Writing Agent of Record. So long as You remain an Active Producer with Us, You will receive this service fee. You will be considered an Active Producer with MedAmerica if: (i) You achieve lifetime annual placed premium of least fifty thousand dollars (\$50,000) with MedAmerica during a continuous appointment term with MedAmerica; or (ii) You continuously place, as the writing agent of record, at least one (1) policy with MedAmerica every twelve (12) months.

Agreed To By:

Agent's Signature _____

Date _____

Name (Required): _____

Agency Name (If Applicable): _____

For MedAmerica Use Only	
Effective Date	Code

MEDAmerica

INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

Commission Schedule – Michigan Specific

Simplicityⁱⁱ

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company.

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	55%
Lifetime	1-3*	65-85	22%
Lifetime	2-3*	18-64	7%
Lifetime	4-10*	18-85	7%
Lifetime	11+*	18-85	3%
10 Year	1	18-64	35%
10 Year	1-3*	65-85	13%
10 Year	2-3*	18-64	5.5%
10 Year	4-10*	18-85	5.5%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	35%
Paid @ 65	2-10*	18-55	5.5%
Paid @ 65	11+*	18-55	3%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	50%
Lifetime	1-3*	65-85	17%
Lifetime	2-3*	18-64	2%
Lifetime	4-10*	18-85	2%
Lifetime	11+*	18-85	3%
10 Year	1	18-64	30%
10 Year	1-3*	65-85	8%
10 Year	2-3*	18-64	1.5%
10 Year	2-10*	18-85	1.5%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	30%
Paid @ 65	2-10*	18-55	1.5%
Paid @ 65	11+*	18-55	3%

Replacement Policies:

- Replacement of policies which were written or reinsured by MedAmerica Insurance Company will be paid renewal commission.
- Year 1 commissions, where not prohibited by law, or the policy replaces a policy previously written or reinsured by MedAmerica Insurance Company.

*Simplicity ii® Service Fee

Included in the Years 2+ renewal commissions on this Schedule is Service Fee compensation. While You are an Active Producer with Us, We will pay You a service fee, equal to 2% of premium for in force policies years two (2) and forward, on Simplicity ii® policies for which You are the Writing Agent of Record. So long as You remain an Active Producer with Us, You will receive this service fee. You will be considered an Active Producer with MedAmerica if: (i) You achieve lifetime annual placed premium of least fifty thousand dollars (\$50,000) with MedAmerica during a continuous appointment term with MedAmerica; or (ii) You continuously place, as the writing agent of record, at least one (1) policy with MedAmerica every twelve (12) months.

Agreed To By:

Agent's Signature Date

Name (Required): _____

Agency Name (If Applicable): _____

For MedAmerica Use Only	
Effective Date	Code

MEDAmerica

INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

Commission Schedule – Wisconsin² Specific

Simplicityⁱⁱ

You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which You solicited and placed with MedAmerica Insurance Company.

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	36%
Lifetime	1	65-85	32%
Lifetime	2-99*	18-64	9%
Lifetime	2-99*	65-85	8%
10 Year	1	18-85	28%
10 Year	2-10*	18-85	7%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	28%
Paid @ 65	2-99*	18-55	7%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	26%
Lifetime	1	65-85	22%
Lifetime	2-10*	18-85	6.5%
Lifetime	11+*	18-85	5.5%
10 Year	1	18-85	18%
10 Year	2-10*	18-85	4.5%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	18%
Paid @ 65	2-99*	18-55	4.5%

Replacement Policies:

- Commission for the sale of long-term care policies which replace an existing long-term care shall not be greater than the percentage payable for renewal commissions.
- Replacement of policies which were written or reinsured by MedAmerica Insurance Company will be paid renewal commission.

*Simplicity ii® Service Fee

Included in the Years 2+ renewal commissions on this Schedule is Service Fee compensation. While You are an Active Producer with Us, We will pay You a service fee, equal to 2% of premium for in force policies years two (2) and forward, on Simplicity ii® policies for which You are the Writing Agent of Record. So long as You remain an Active Producer with Us, You will receive this service fee. You will be considered an Active Producer with MedAmerica if: (i) You achieve lifetime annual placed premium of least fifty thousand dollars (\$50,000) with MedAmerica during a continuous appointment term with MedAmerica; or (ii) You continuously place, as the writing agent of record, at least one (1) policy with MedAmerica every twelve (12) months.

Agreed To By:

Agent's Signature Date

Name (Required): _____

Agency Name (If Applicable): _____

For MedAmerica Use Only	
Effective Date	Code

² Nonresidents be licensed and appointed to receive overrides in this state, please include a copy of your Wisconsin Health license and check made payable to "MedAmerica Insurance Company" for \$24 for appointment in this state.

PRODUCER PROFILE

**PLEASE COMPLETE THIS FORM AND RETURN TO CPS -
WE MUST HAVE A COMPLETED AND SIGNED FORM ON FILE**

PRODUCER INFORMATION	
Name	Company/Corporation Name
Fax	E-Mail Address
Business Phone	Home Phone
Business Street Address	Suite City State Zip Code
Home Street Address	Apt. No. City State Zip Code
Mail to? <input type="checkbox"/> Business <input type="checkbox"/> Home	Preferred method of correspondence? <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> E-mail
Social Security No.	Tax ID No.
Insurance License No.	Date of Birth – Day/Mo/Year
Designations (Check all that apply) <input type="checkbox"/> CLU <input type="checkbox"/> CPCU <input type="checkbox"/> ChFC <input type="checkbox"/> RHU <input type="checkbox"/> CFP <input type="checkbox"/> LUTC <input type="checkbox"/> CIC <input type="checkbox"/> Other:	
Do you carry E&O insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No Yes? Name of carrier?	
Do you assign commissions? <input type="checkbox"/> Yes <input type="checkbox"/> No Yes? To whom?	
Are you securities licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No Yes? Applicable Licenses: <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 22 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 63	
If NASD registered, what is the name of your broker dealer?	

Please go to next page

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortuous act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Print Name

Sign Name

Date

Thanks for doing business with CPS Insurance Services!