



Continental General Insurance Company (CGI) Appointment Only Agent Contract Information

Appointment Checklist

- Application for Appointment—Complete in full, sign and date.
- Credit Card Authorization Form—Complete for payment of appointment fees. If paying for appointment fees by check, submit a check made payable to CGI for appointment fees.
- Appointment Only Agent Contract—Complete, sign and date.
- Addendum to Appointment Only Agent Contract—Complete, sign and date.
- Submit a copy of current resident license and any applicable non-resident licenses. If appointing an agency, include copies of the agency's licenses.
- Submit all completed paperwork to your field manager's office for submission to the Home Office.

If you have any questions regarding your contract or appointment process,
please contact our Licensing Department at:

8901 Indian Hill Drive

Omaha, NE 68124-7007

1-800-545-8905

licensing@continentalgeneral.com

*Thank you for your interest in CGI. We look forward to doing business with you very soon.
You will receive notification once your appointment has been processed and approved.*

State Appointment Fees

Appointment fees are based on currently licensed agents and are required for each state to which you will be appointed. Payment of the appointment fees may be made by credit card or by check.

State	Resident Appointment Fee	Non-Resident Appointment Fee
Alabama	\$30.00	\$30.00
Alaska	No Fee	No Fee
Arizona	No Fee	No Fee
Arkansas	Paid by Carrier	Paid by Carrier
California	\$22.00	\$22.00
Colorado	No Fee	No Fee
Connecticut	\$45.00	\$45.00
Delaware	\$25.00	\$25.00
Florida	\$60.00	\$60.00 + \$6.00 per county
Georgia	\$10.00	\$10.00
Hawaii	No Fee	No Fee
Idaho	No Fee	No Fee
Illinois	No Fee	No Fee
Indiana	No Fee	No Fee
Iowa	\$8.00	\$8.00
Kansas	\$5.00	\$5.00
Kentucky	\$40.00 (Agent) \$100.00 (Agency)	\$50.00 (Agent) \$120.00 (Agency)
Louisiana	\$20.00	\$20.00
Maine	\$75.00	\$75.00
Maryland	No Fee	No Fee
Massachusetts	\$75.00	\$75.00
Michigan	\$5.00	\$5.00
Minnesota	\$10.00	\$10.00
Mississippi	\$10.00	\$10.00
Missouri	No Fee	No Fee
Montana	No Fee	No Fee
Nebraska	\$8.00	\$8.00
Nevada	\$15.00	\$15.00
New Hampshire	\$25.00	\$25.00
New Jersey	No Fee	No Fee
New Mexico	\$23.00	\$23.00
New York	No Fee	No Fee
North Carolina	\$20.00 Life & Health; add \$10.00 for Medicare Supplement/LTC	\$20.00 Life & Health; add \$10.00 for Medicare Supplement/LTC
North Dakota	\$10.00	\$10.00
Ohio	\$20.00	\$20.00
Oklahoma	\$40.00	\$40.00
Oregon	No Fee	No Fee
Pennsylvania	\$15.00	\$15.00
Rhode Island	No Fee	No Fee
South Carolina	Paid by Carrier	Paid by Carrier
South Dakota	\$10.00	\$20.00
Tennessee	\$15.00	\$15.00
Texas	\$10.00	\$10.00
Utah	No Fee	No Fee
Vermont	\$60.00	\$60.00
Virginia	\$14.00	\$14.00
Washington DC	\$25.00	\$25.00
Washington	\$20.00	\$20.00
West Virginia	\$25.00	\$25.00
Wisconsin	\$7.00	\$24.00
Wyoming	\$15.00	\$15.00



Continental General Insurance Company (CGI) Application for Appointment

SECTION I—TYPE OR PRINT

Last Name, First Name, Middle Initial		Date of Birth:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security Number:	
Agent's E-Mail Address:		Home Phone Number: ()	Work Phone Number: ()	Fax Number: ()	
Agency Name (if agency is being licensed):			Federal ID Number: (for agency)	Title or Position:	
Agency/Business Address (Street & No.)					
City		State	Zip	County	
Current Resident Address: Street Address	City	State	Zip	County	From Mo./Yr. To Mo./Yr.

SECTION II

1. Have you ever been appointed with Central Reserve Life (CRL) or Continental General Insurance (CGI)? Yes No
If Yes, Agent Code(s): _____
2. In which states are you now actively licensed? _____
3. Lines of Authority: _____
4. In which state(s) do you wish to be appointed? _____
(include copies of licenses for all states you are being appointed)
5. Do you presently have Errors & Omissions (E&O) coverage? Yes No If yes, include a copy of your Certificate of Coverage page
6. Have you had a claim against your E&O coverage within the past five years? Yes No If Yes, explain: _____
7. Are you indebted to any insurance company, general agent or manager? Yes No If Yes, explain: _____
8. Have you ever been investigated or fined by a state department of insurance or has your license ever been suspended or revoked, or has an application for license been denied by any insurance department? Yes No If yes, provide details on an attachment, including a copy of any final consent order or resolution.
9. During the past five years, have you ever been adjudged bankrupt, had tax liens against you or been a party or witness to litigation involving a client? Yes No If Yes, explain: _____
10. Have you ever been convicted of a felony or misdemeanor involving larceny, embezzlement, fraud, misrepresentation, conversion or other culpable misappropriation, or of any crime involving moral turpitude? Yes No If Yes, provide details on an attachment, including any documentation.

INCOMPLETE INFORMATION MAY DELAY THE APPOINTMENT PROCESS

- h) Be responsible for any debt owed to the Company by You;
- i) Reimburse the Company for all costs, expenses and fees incurred by the Company in recovering any property or indebtedness owed to the Company by You;
- j) Report to the Company any client or regulatory complaints or inquiries;
- k) Forward to the Company by registered mail any legal process or notice served on You in any suit or proceeding against the Company;
- l) Make available all information which comes into Your possession concerning the underwriting of any risk;
- m) Obtain and process, where applicable, any necessary replacement or disclosure forms, or any other legally required form or document;

5. MARKET CONDUCT—As Appointed Only Agent, You agree to adhere to certain standards of market conduct. The standards include, but are not limited to:

- a) Rendering services to policyholders, applicants and beneficiaries as the Company may require, and generally promoting the best interest of the policyholder and the Company;
- b) Conducting business according to the high standards of honesty and fairness, making reasonable efforts to determine insurable needs and financial objectives of each client;
- c) Avoiding high pressure sales tactics;
- d) Engaging in active and fair competition;
- e) Not misrepresenting any policy benefit, condition or limitation;
- f) Not replacing or changing any existing insurance plan unless it is clearly in the best interest of the client;
- g) Complying with all applicable laws and regulations that pertain to the sale of insurance;
- h) Insuring that You conduct Yourself in a proper, ethical manner;
- i) Clearly disclosing all policy conditions and limitations to all clients;
- j) Learning and understanding all of the Company's products;
- k) Providing outstanding service to CGI policyholders after the sale.

6. COMPENSATION AND STATEMENT OF ACCOUNT—The Company will not compensate You under this Contract. You will hold Your recruiting agent, under whom You are appointed as Appointment Only Agent accountable for any compensation. You agree the Company is not a party to, or accountable for, any compensation, compensation agreement, payment or statement of account under this Contract.

7. RETURN AND DELIVERY OF POLICIES—You shall return to the Company on demand all undelivered policies, receipts, lists, sales materials, records and any other documents or property belonging to the Company, and shall not retain longer than the authorized delivery period established by the Company any undelivered policies without the written consent of the Company. The Company may at its option and without notice to You charge to Your account, a not-taken fee as prescribed in the rules and regulations of the Company, on any policies written by You on which satisfactory settlement or return of the policy contracts together with the receipts and releases satisfactory to the Company are not received within sixty (60) days from the date of issue of the policies.

8. INDEMNITY—You will be responsible for any act or omission by You in the course of performing under this Contract and agree to indemnify and hold the Company harmless from any claim or demand, both liquidated or unliquidated, which may be asserted against the Company by reason of any such act or omission. You further agree that if any legal action is brought against either party hereto, or against both parties jointly, by reason of any such alleged act or omission, the Company may require You to defend such action at Your expense or, at its option, the Company may defend such action and You will reimburse the Company for any expense incurred as well as for any amount which may be recovered against the Company in such action, unless in the judgment of the Company You should not be held responsible.

9. REMEDIES FOR BREACH BY YOU—In the event You fail to comply with any term of section 2, 3, 4 or 5 of this Contract, You will forfeit any compensation to which You might otherwise be entitled under any Contract or agreement under which You have represented the Company. In addition to such other rights and remedies the Company may have in law or equity, including recovery of damages, the Company will be entitled to an injunction enjoining You from any further violation of any term of any such section.

10. MINIMUM PRODUCTION STANDARD—This Contract requires issued annualized production in every six month period. Failure to meet the production requirement may result in termination of the Contract.

11. TERMINATION—This Contract may be terminated without cause by either party by giving oral or written notice to the other party. Termination without cause will not impair the right of the Company under any provision of this Contract.

This Contract will automatically terminate without cause upon Your death, if a natural person, or upon dissolution, liquidation or lack of qualification, if You are a partnership or corporation.

The Company may terminate this Contract with cause by giving You oral or written notice if You:

- a) Breach this Contract;
- b) Induce or attempt to induce, by Your action or any other action, any policy owner of the Company to relinquish, terminate, or replace with another company any policy issued by the Company;

- c) Induce or attempt to induce, by Your action or any other action, any agent or employee of the Company to terminate his or her relationship with the Company;
- d) Disclose any list, file, card or record containing the name of any policy owner of the Company without the prior written consent of the Company;
- e) Use advertising not found to be in compliance with Company and/or applicable Department of Insurance guidelines;
- f) Are charged with or convicted of a crime;
- g) Are subject to suspension or revocation of your license by any state regulatory agency.
- h) Collect any premium or payment for the Company, except initial premiums, or have any premium checks made payable to anyone other than CGI.

If this Contract is terminated with cause, You will forfeit all right, title and interest to all compensation otherwise payable under this or any other Contract between You and the Company. Termination with cause will not impair the rights of the Company under any provision of this Contract.

If, after termination of this Contract without cause, it is later discovered that while, or after, this Contract was in effect You committed any act that would have resulted in termination with cause, You will forfeit all right, title and interest to all compensation otherwise payable under this or any other Contract between You and the Company.

12. ENTIRE AGREEMENT, AMENDMENT AND MODIFICATION—This Contract constitutes the entire agreement between the Company and You. The Company may amend this Contract at any time upon giving You thirty (30) days prior written notice of such amendment. The Company will not be bound by any other representation unless the same is made in writing and signed by both parties and which expresses by its terms an intention to modify this Contract. The forbearance of the Company to enforce strict compliance with any provision or condition of the Contract will not operate as a waiver of such provision or condition or as a release of You in any manner hereunder.

13. PLACE AND EFFECTIVE DATE—This Contract will be governed by the laws of the State of Ohio and any litigation resulting from violation of this Contract will be brought in Omaha, Nebraska. This Contract will be effective, if signed by You and thereafter executed by an authorized officer of the Company, as of the effective date shown below and supersedes all previous Contracts.

14. SALE, MERGER, ASSIGNMENT, CONSOLIDATION OR OTHER TRANSFER OF BUSINESS—Agent shall not sell, assign, consolidate, transfer, or merge this Contract, or any business that is related to or connected in any way with this Contract, to any other person or entity, including but not limited to, another agent, without the prior written consent and approval from CGI.

15. RECRUITING AGENT/FIELD MANAGER AGREEMENT/REASSIGNMENT—*Release by Mutual Agreement:* If an agent wishes to be reassigned to a different recruiting agent/manager, the agent must request a release, in writing, from the current recruiting agent/manager. The current recruiting agent/manager must sign the release, indicating his/her agreement to the reassignment. A copy of the signed release must be forwarded to the Company's Licensing Department, which will record the change to the new recruiting agent/manager.

Six Months of Not Writing Business: If an agent has not written any new business for a minimum consecutive period of six (6) months, the Home Office shall have the right, in its sole discretion to reassign the agent to any other manager. Such reassignment may be initiated by the Home Office, or at the request of the writing agent or manager.

Upon Cancellation of License: If an agent voluntarily cancels his/her license and has written new business during the immediately preceding six (6) months, the agent may only be re-licensed under the same manager he/she had at the time of cancellation or wait six (6) continuous months before requesting to be re-licensed with a different manager. During this six (6) month waiting period, the agent may not write any new business with the company.

16. MEDIATION AND BINDING ARBITRATION

- a) If a dispute arises out of or relates in any manner to subject matter of this Contract, or the breach thereof, or the business relationship between Agent and CGI, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration.
- b) If a dispute arises out of or relates in any manner to the subject matter of this Contract, or the breach thereof, or the business relationship between Agent and CGI, and if the dispute cannot be settled through negotiation and mediation, the dispute shall be settled by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- c) Any disputes pursuant to this section shall be heard by one arbitrator, who must be a member of the state bar actively engaged in the practice of law with expertise in the process of deciding disputes and interpreting contracts in the law of agency, and insurance.

AGREED AND ACCEPTED:

AGENT'S SIGNATURE: _____

AGENCY:* _____
(Agency Name) (Authorized Signature)

TITLE: _____ Date: _____

*Authorized agency's/corporate officer's signature is required only when appointing an agency or corporation.

CONTINENTAL GENERAL INSURANCE COMPANY

Effective Date of this Contract: _____
(Do not complete. Date to be assigned by the Company)

BY: 

Title: Brad Wolfram, President



Continental General Insurance Company (CGI) Addendum to Appointment Only Agent Contract

This Addendum to Appointment Only Agent Contract ("Addendum") is made to that certain Agent Contract currently existing by and among Continental General Insurance Company (CGI) and Agent.

PROTECTED HEALTH AND FINANCIAL INFORMATION

WHEREAS, state and federal laws and regulations have been enacted restricting the use and disclosure of Nonpublic Personal Financial Information, Nonpublic Personal Health Information and Protected Health Information, herein referred to as Personal Information (PI);

WHEREAS, the Parties wish to comply with such laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended, the federal Gramm Leach Bliley Act ("GLBA") as implemented on a state to state basis and the USA Patriot Act ("USAPA"), as well as with applicable regulations issued pursuant to HIPAA, GLBA and USAPA;

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. In performing its duties and obligations under the Appointment Only Agent Contract, Agent shall have access to, create, receive, maintain or transmit PI. As such, Agent is a Business Associate. Accordingly, in performing its duties pursuant to the Appointment Only Agent Contract, Agent hereby agrees that it shall:

- a) Not use or further disclose PI other than as permitted or required by the Appointment Only Agent Contract or as otherwise permitted or required by law.
- b) Use appropriate safeguards to prevent unauthorized uses or disclosures of PI. Upon request of the Company, from time to time, Agent shall provide information to the Company regarding such safeguards.
- c) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of data that is electronically exchanged, including, without limitation, electronic PI that it creates, maintains or transmits on behalf of the Company. Upon request of the Company, from time to time, Agent shall provide information to the Company regarding such safeguards.
- d) Promptly report to the Company any security incident of which it becomes aware and any unauthorized uses or disclosures of PI of which it becomes aware, and mitigate, to the extent practicable, any harmful effect known to Agent of a use or disclosure of PI by Agent in violation of the requirements of this Addendum.
- e) Ensure that any agents of Agent, including, but not limited to, contractors and subcontractors, to whom Agent provides PI (including, without limitation, electronic PI) received from the Company, or created or received by Agent on behalf of the Company, agree to the same restrictions and conditions that apply to Agent with respect to such information, including, without limitation, the obligation to implement reasonable and appropriate safeguards to protect electronic PI.
- f) Notify the Company in writing within five (5) business days of any requests received by Agent from individuals seeking access to or copies of PI received or created by Agent on behalf of the Company, and respond to such requests when and as directed by the Company.
- g) Notify the Company in writing within five (5) business days of the receipt by Agent of any requests from individuals seeking to amend PI maintained by or on behalf of the Company, and respond to such requests when and as directed by the Company. Additionally, when and as notified by the Company, Agent shall incorporate any amendments, corrections and/or other documents or information to PI maintained by Agent and shall notify its contractors and subcontractors who receive PI of any such amendments, corrections and/or other documents or information.
- h) Notify the Company in writing within five (5) business days of any requests received by Agent from individuals seeking an accounting of disclosures of Protected Health Information and respond to such requests when and as directed by the Company. Additionally, Agent shall maintain and make available to the Company upon request a record of all disclosures of Protected Health Information made, including, at a minimum, the date of each disclosure, the name and address of the recipient of the Protected Health Information, a description of the Protected Health Information disclosed and the purpose of and basis for the disclosure.