

## CONTRACT CHECKLIST REQUIREMENTS

### Included:

- Application to Represent (2 pages)  
**To avoid delays in processing, be sure to complete all questions**
- Producer Agreement (10 pages)
- Direct Deposit Authorization Form with voided check (1 page)
- W-9 (1 page)

### Please include copies of the following:

- YOUR insurance license(s)
  - Health License
  - P&C License
- AGENCY insurance license  
**Only if you want your commissions paid to your agency**
- Errors & Omissions Declaration Page

### Please send completed documents to:

**First Chicago Insurance Company**  
**Judy Foley – Contracting / Licensing**

**Email:** [JFoley@FirstChicagoInsurance.com](mailto:JFoley@FirstChicagoInsurance.com)

**Fax:** 708-475-6095

**Mail:** 6640 S Cicero Avenue  
Bedford Park, IL 60638

**Questions:** 800-875-4422 ext. 6081



6640 S. Cicero Avenue  
Bedford Park, IL 60638

# APPLICATION TO REPRESENT

INITIAL:	HOME OFFICE USE ONLY
AGENT #	_____

**Please Type or Print**

Male  Female

Name (last, first, middle) \_\_\_\_\_ Marital Status  Single  Married

Residence Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Residence Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

*Must have for shipping supplies*

Business Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Business Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

I hereby request Appointment to represent FIRST CHICAGO INSURANCE COMPANY.

1. Are you licensed with the State Insurance Department in your resident state to solicit Health, Property, & Casualty?  Yes  No  
If yes, please enclose a photocopy of your license. License Number \_\_\_\_\_

2. Do you hold any non-resident Health, and/or Property & Casualty license?  Yes  No  
If yes, list states. \_\_\_\_\_  
*Enclose a photocopy of your non-resident license/appointment for each state.*

3. List companies with which you are currently licensed for Health, Property and/or Casualty.

Company	A&H	Property	Casualty	Years Licensed
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

4. What is your primary line of business? (SELECT ONLY ONE CATEGORY)  
 Group Health:  Personal  Business  
 Individual Health:  Personal  Business  
 Property/Casualty:  Personal  Commercial

5. How long have you been in the insurance business? \_\_\_\_\_ Years \_\_\_\_\_ Months

6. All Commissions due from business sold by you are to be made payable to: \_\_\_\_\_

**IF COMMISSIONS ARE TO BE PAID TO AN AGENCY / FIRM, PLEASE COMPLETE THE FOLLOWING:**

Agency / Firm Name \_\_\_\_\_

Business Mailing Address (if different from above) \_\_\_\_\_

Is Agency / Firm licensed with the State Insurance Department?  Yes  No If yes, what is License Number: \_\_\_\_\_

Producer / Firm Tax I.D. Number \_\_\_\_\_

Agency / Firm is:  Corporation  Partnership  Other (Describe): \_\_\_\_\_

**7. Previous Employment (Last five years. Use separate page if needed)**

Name of Employer	Address	City, State, ZIP Code
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Education: Grade completed \_\_\_\_\_ Last School Attended: \_\_\_\_\_

9. Does applicant have Errors and Omissions Coverage?  Yes  No  
 If yes, please provide:  
 Company \_\_\_\_\_ Policy Number \_\_\_\_\_  
 Amount of policy \$ \_\_\_\_\_ Deductible Amount \$ \_\_\_\_\_
10. A. Have you ever been subject to or entered into a consent with any insurance department?  Yes  No  
 B. Has applicant or any other member of applicant ever been refused a license to act as an insurance producer, broker, or solicitor, or has a license to act in such capacity ever been denied or revoked by the insurance department of any State?  
 Yes  No (If yes, to either of the above, please explain below)
11. Has applicant or any member of applicant ever been found guilty of a violation of the laws (other than minor traffic laws) of the United States or any other state?  Yes  No (If yes, please explain below)
12. Has applicant or any member of applicant ever been charged with any irregularities in money transactions, compromised liabilities with creditor or been adjudged a bankrupt?  Yes  No (If yes, please explain below)
13. Is applicant engaged in any other business other than the insurance business?  Yes  No  
 (If yes, state employer, occupation, and date of employment below)  
 Name of Current Employer \_\_\_\_\_  
 Date of Employment \_\_\_\_\_ OK to contact  Yes  No
14. Is applicant indebted to any insurance company, agency, or other person for premiums collected or is there any dispute regarding accounts?  Yes  No (If yes, please explain below)

**EXPLANATIONS TO "YES" RESPONSES AND COMMENTS:**

As part of our normal procedure, a routine investigation may be made in connection with your application. You do have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

(I, We) the undersigned declare that, if a license is issued, all premiums or monies collected from an applicant / insured and which are paid to the company because of the assumption of liability through the issuance of policies or contracts of insurance shall be held in a fiduciary capacity and shall not be misappropriated or converted to (my, our) own use or illegally withheld. (I, We) attest to the truth and completeness of the foregoing statements and answers.

(I, We) agree to comply with all the regulations of FIRST CHICAGO INSURANCE COMPANY and the Insurance Department.

Signatures of Applicant(s) \_\_\_\_\_ Date \_\_\_\_\_

Submitted By \_\_\_\_\_ Date \_\_\_\_\_

*Signature of President or Secretary, if applicant is Corporation*

*Signature of ALL members of partnership, if applicant is Partnership*

**How did you initially hear about:**



6640 S. Cicero Avenue  
 Bedford Park, IL 60638

**PLEASE INCLUDE A COPY OF YOUR PRODUCERS LICENSE**

- Another Insurance Producer  Prospect  
 General Producer  Client  
 Media Advertisement  Direct Mail  
 Other \_\_\_\_\_

# PRODUCER AGREEMENT

---

## PRODUCER AGREEMENT

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between First Chicago Insurance Company ("Company"), a corporation of the State of Illinois and \_\_\_\_\_ ("Producer") and replaces and supersedes any Producer Agreement between First Chicago Insurance Company and Producer presently in force.

### **WITNESSETH:**

1. **APPOINTMENT:** The Company appoints the Producer, on the conditions herein specified to solicit applications, on forms furnished by the Company, for such health, accident, hospital and medical insurance issued by the Company as designated in the Commission Schedule(s) and Supplements, if any, attached hereto or as hereafter may, from time to time, by written notice to the Producer, be made a part of this Agreement, to collect the premiums on those policies as directed by the Company. The premium rates for the Company's policies shall be only those rates, which are published from time to time by the Company.
2. **BUSINESS ASSOCIATE:** The Producer acknowledges and agrees that (s)he is a "Business Associate" of the Company as that term is defined by the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164) ("HIPAA"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in HIPAA, which definitions are hereby incorporated by reference.

Pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and any amendments thereto (hereinafter "HIPAA"); and the HIPAA Security and Privacy rule, 45 CFR Parts 160 and 164, and any amendments thereto (hereinafter the "HIPAA Security and Privacy Rule") as well as other applicable federal and state privacy and confidentiality rules, First Chicago Insurance Company ("Covered Entity") and \_\_\_\_\_ ("Business Associate") (jointly "the Parties") wish to address the requirements of the HIPAA Security and Privacy Rule with respect to "business associates," as that term is defined in the HIPAA Security and Privacy Rule.

WHEREAS, Business Associate acknowledges that it is required to establish and implement appropriate safeguards (including certain administrative requirements) for "Protected Health Information" ("PHI") as defined by HIPAA in any form or medium, including electronic, the Business Associate may create, receive, maintain, transmit, use, or disclose in connection with certain functions, activities, or services (collectively "services") to be provided by Business Associate to or on behalf of Covered Entity;

WHEREAS, The Parties acknowledge and agree that Business Associate may create, receive, maintain, transmit, use or disclose PHI if within the scope of, and necessary to achieve, the obligations and responsibilities of the Business Associate in performing on behalf of, or providing services to, the Covered Entity pursuant to the Producer Agreement;

NOW, THEREFORE, in connection with Business Associate's creation, receipt, maintenance, transmission, use or disclosure of PHI as a Business Associate of the Covered Entity, Business Associate and Covered Entity agree as follows:

### **II. GENERAL TERMS AND CONDITIONS**

- a. **Definitions:** All terms used in this Agreement shall have the meanings set forth in the HIPAA Security and Privacy Rule, unless otherwise defined herein.
- b. **Existing Producer Agreements:** All existing Service Agreements and amendments thereto, between the Covered Entity and Business Associate are subject to this Agreement and are hereby amended by this Agreement. In the event of conflict between the terms of any Producer Agreement and this Agreement, the terms and conditions of this Agreement shall govern.
- c. Where provisions of this Agreement are different from those mandated by the HIPAA Security and Privacy Rule, but are nonetheless permitted by the Rule, the provisions of this Agreement shall control.
- d. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and the respective successors or assigns of the Business Associate, any rights, remedies, obligations, or liabilities whatsoever.

### III. USE AND DISCLOSURE OF PHI

- a. **Treatment, Payment and Operations (“TPO”):** Business Associate agrees to create, receive, maintain, transmit, use, or disclose PHI only in a manner that is consistent with this Agreement and the HIPAA Security and Privacy Rule and only in connection with providing the services to or on behalf of Covered Entity identified in any existing Producer Agreement and amendments thereto. Accordingly, in providing services to or on behalf of the Covered Entity, the Business Associate, for example, will be permitted to use and disclose PHI for Treatment, Payment and Healthcare Operations consistent with the HIPAA Security and Privacy Rule, without obtaining authorization. PHI does not include summary health information or information that has been de-identified in accordance with the standards for de-identification provided for in the HIPAA Security and Privacy Rule.
- b. **Other Permissible Uses and Disclosures:** As permitted by 42 CFR §164.504(e) (4) Business Associate also may use or disclose PHI it receives in its capacity as a Business Associate to the Covered Entity if:
  - i. The use relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or
  - ii. The disclosure of PHI received in such capacity may be made in connection with a function, responsibility, or service identified above in (i) (1), and such disclosure is (1) required by law, or (2) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential, and the person agrees to notify the Business Associate of any breaches of confidentiality; or
  - iii. The disclosure of PHI is made, if applicable, pursuant to 42 CFR §423.884(b), notwithstanding any provisions to the contrary, Covered Entity agrees that the Business Associate (on behalf of the Covered Entity) may disclose PHI to the Center for Medicare and Medicaid Services (“CMS”) to the extent necessary to comply with Subpart R of 42 CFR §423 relating to applications for drug subsidy payment to the Plan Sponsor in connection with the prescription drug benefit under the Covered Entity.

### IV. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. **Business Associate acknowledges that Business Associate is required by law to comply with sections 164.308, 164.310, 164.312 and 164.316 of the HIPAA Security Rule, and all additional security requirements of the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), that are applicable to Covered Entities. Business Associate further acknowledges that Business Associate is required by law to comply with the use and disclosure requirements of section 162.504(e) of the HIPAA Privacy Rule and all other privacy requirements of Subtitle D of the HITECH Act that are applicable to Covered Entities. HIPAA compliance requirements include, but are not limited to:**

  1. **Subcontractors:** Business Associate represents to Covered Entity that [i] any disclosure it makes will be permitted or required under applicable laws, and [ii] that Business Associate will obtain reasonable written assurances from any person or entity to whom Business Associate discloses the PHI that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Security and Privacy Rule and other applicable laws, and [iii] any such person or entity agrees to be governed by the same restrictions and conditions contained in this Agreement, and will notify Business Associate of any breaches of confidentiality of the PHI.
  2. **Permissible Disclosures:** Except as otherwise limited in this Agreement, Business Associate may disclose PHI to other Business Associates of the Covered Entity [i] as directed by the plan sponsor, or [ii] to perform its duties under the Service Agreement. Notwithstanding any provision hereof, or any other prior agreement by the Parties, it shall be the Covered Entity’s sole responsibility (and not the responsibility of Business Associate) to ensure that the Covered Entity has entered into the appropriate Business Associate agreements with its Business Associate’s.
  3. **Safeguards:** [i] Business Associate shall maintain safeguards as necessary to ensure that PHI is not used or disclosed except as provided for by this Agreement. [ii] Business Associate shall implement administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.
  4. **Impermissible Use and Disclosure:** Business Associate shall report to Authorized Representative of Covered Entity within ten calendar days of knowledge of any use or disclosure of PHI that is in

violation of this Agreement and not permitted under the HIPAA Security and Privacy Rule.

5. **Accounting of Disclosures:** Business Associate shall respond to Authorized Representative of Covered Entity's request for the information it has which would be appropriate for an accounting of disclosures of PHI as provided for in CFR §164.528 of the HIPAA Security and Privacy Rule within ten calendar days of receipt of request. Business Associate shall not be required to maintain a record of disclosures of PHI: (a) made for the purpose of Treatment, Payment or Healthcare Operations, (b) made to an individual who is the subject of the PHI, or (c) made pursuant to an authorization that is valid under HIPAA.
6. **Access to PHI:** Business Associate shall report to Covered Entity a request from an individual for access to PHI provided for in 45 CFR § 164.524 within ten calendar days of receipt of a request for access to PHI. Business Associate shall not respond to the individual requesting access to PHI without written authorization of Covered Entity.
7. **Amendment of PHI:** Business Associate shall report to Covered Entity within ten calendar days of receipt of a request for amendment to PHI. Business Associate shall not alter or amend PHI it receives from Covered Entity without specific written authorization of Covered Entity as provided for in CFR §164.526 of the HIPAA Privacy Rule.
8. **Requests for Restrictions.** If an individual submits a request for restriction or request for confidential communications as provided in 45 CFR § 164.522 to Business Associate, then Business Associate shall report such request to Covered Entity within five business days of receipt. Business Associate shall not respond to such requests without written authorization of Covered Entity.
9. **Disclosures Required by Law:** Business Associate may disclose PHI to report violations of law to appropriate Federal or State authorities, consistent with CFR §164.502. **Access to Secretary of Health and Human Services ("HHS"):** Business Associate shall make available to the Covered Entity, HHS, or its producers, the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI as required in CFR §164.504 of the HIPAA Security and Privacy Rule.
10. Business Associate shall cooperate with Covered Entity to comply with the HIPAA Security and Privacy Rule.
11. Business Associate, its producers, and subcontractors shall comply with applicable requirements of Standards for Electronic Transactions (45 CFR §§160 and 162).
12. **Of the transactions that Business Associate performs in its role as Business Associate of Covered Entity, Business Associate, its producers, and subcontractors shall do the following:**
  - a. be prepared to transmit and accept transactions electronically in the Standard Formats identified in 45 CFR §§162.1101 through 162.1802;
  - b. adapt implementation plans and standards pursuant to applicable Implementation Guides;
  - c. implement contingencies for non-compliant transactions as necessary to facilitate timely acceptance and payment of claims, particularly in light of state claim payment laws; and
  - d. to the extent practicable, communicate with those providers, producers, or subcontractors who are submitting or receiving transactions electronically in order to facilitate compliant transactions.
13. Business Associate understands and agrees that from time-to time the Department of Health and Human Services might modify the standard transactions now identified in 45 CFR §§162.1101 through 162.1802. Business Associate, its producers, and subcontractors agree to abide by any changes to such standard transactions that are applicable to services supplied by Business Associate in connection with the referenced Producer Agreement.
14. Business Associate shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI ("ePHI") that it creates, maintains, or transmits on behalf of Covered Entity as required by 45 CFR §164.314.
15. Business Associate shall insure that any producer, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
16. **Security Incidents.** Business Associate shall report to Covered Entity any security incident, as defined in 45 CFR § 164.304, of which it becomes aware within ten calendar days of knowledge of such incident.
17. **Breaches.** Pursuant to 45 CFR § 164.410, in the event of a breach by Business Associate of unsecured PHI, as the terms "breach" and "unsecured PHI" are defined in 45 CFR § 164.402, Business Associate shall report such breach to Covered Entity within ten calendar days of

knowledge of such breach. Business Associate's report shall include all information available to allow Covered Entity to provide a notification of breach consistent with 45 CFR § 164.404.

18. Business Associate shall not make any fundraising communication to a covered entity member Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI except as permitted by the HITECH Act. In addition, Producer shall not directly or indirectly receive remuneration in connection with a communication to purchase or use a product except as permitted by the HITECH Act.

## **V. OBLIGATIONS OF COVERED ENTITY**

- a. If Covered Entity wishes to receive PHI, it shall provide Business Associate with name or identity/job title of the individual(s) authorized to represent Covered Entity who can receive and disclose PHI for purposes of TPO below, and shall further notify Business Associate of any changes with respect to the persons so identified.
- b. Covered Entity shall provide Business Associate with the Notice of Privacy Practices produced in accordance with 45 CFR §164.520, as well as any changes to such Notice.
- c. Covered Entity shall provide Business Associate with any changes in, or revocation of, or authorization by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- d. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522.
- e. Covered Entity shall cooperate with Business Associate to provide Accounting of Disclosures when requested.

## **VI. TERM**

- a. **Term:** The term of this Agreement shall be effective upon execution of this Agreement. Unless otherwise terminated, this Agreement shall end when all of the PHI provided by Covered Entity or the Health Plan to Business Associate is destroyed, returned to the Covered Entity or Health Plan, or protected as described in (c) below.
- b. **Termination for Cause:** Upon Covered Entity's knowledge of a material breach of Business Associate's obligation under this Agreement or of HIPAA, or upon Business Associate's knowledge of a material breach of Covered Entity's obligation under this Agreement or of HIPAA, and subject to (c) below, Covered Entity or Business Associate may commence termination of this Agreement by providing 60 days prior written Notice of Termination to the other Party.
- c. **Termination not feasible:** If termination would cause irreparable business interruption or harm to Individuals covered under the Covered Entity's Health Plan, or is otherwise not feasible, Parties shall make all efforts reasonable to cure breach or mitigate harm to Individuals caused by such breach. If this occurs and this Agreement is not terminated, Covered Entity or Business Associate shall report the situation to the Secretary of Health and Human Services.
- d. **Return or Destruction of PHI:** Upon the termination or expiration of this Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or further protect the PHI if Business Associate determines that return or destruction is not feasible. If return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## **VII. LEGAL PROVISIONS**

- a. **Indemnification.** Business Associate, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Covered Entity and its respective employees, directors, and producers ("Indemnitees") from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against any Indemnitees arising out of the acts or omissions of the Business Associate or any subcontractor of or consultant of the Business Associate or any of the Business Associates employees, directors, or producers related to material breach of this Agreement or willful or grossly negligent failure to comply with HIPAA.
- b. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such invalidity or non-



**enforceability shall not invalidate or render unenforceable any other portion of this Agreement. The entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of Business Associate and Covered Entity will be construed and enforced accordingly.**

**c. Waiver.** The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**3. AUTHORITY:** The Producer is authorized to collect initial premiums on applications solicited and procured, and shall promptly deliver such premium payments to the Company. The Producer shall not knowingly solicit applications for policies of the Company from persons who do not meet the eligibility requirements for such policies.

The Producer has no authority:

- (a) To alter, modify, change, waive any forfeiture of, or waive performance of, any of the terms, rates or conditions of the Company's policies or contracts;
- (b) To endorse checks payable to the Company (**all checks must be made payable to the Company**);
- (c) To extend the time for payment of premiums or other monies due the Company;
- (d) To make an agreement, orally or in writing, regarding the settlement of any claim or claims that may be made against the Company, unless specifically authorized by the Company in writing to do so;
- (e) To incur any expense or obligation of any kind or nature in the name or on behalf of the Company, without first obtaining the express written authority of the Company in each case.
- (f) To fail to promptly return or cause to be returned to the applicant the total sum collected by him from the applicant, when same is returnable;
- (g) To do or perform any act or thing other than is expressly granted herein;
- (h) To allow delivery on any insurance policy of the Company for which the first premium has not been paid in full; and,
- (i) To institute legal proceedings in the name or on behalf of, or in connection with any business of, the Company unless such proceeding shall have been approved in advance by the Company in writing.

**4. ADVERTISING:** The Producer shall not insert or authorize the insertion of any advertising matter bearing the Company's name, logo or trademark on any stationery, radio, television scripts, literature, or any other publication or written materials, nor authorize the issuance or distribution of any circular or paper on behalf of the Company, without the prior written approval by an officer of the Company.

**5. ACCOUNT STATED:** The Company will furnish the Producer with a monthly statement showing commission payments and charges made to the Producer during such month. Unless the Producer, by written notice given to the Company within sixty (60) days from the date such statement is mailed to the Producer, takes exception to the accuracy and correctness of such statement and such statement shall be considered as final and conclusively binding upon the Producer.

**6. BOOKS AND RECORDS:** All books and records connected with the business of the Producer and the Company that are maintained by or are in the care, custody or control of the Producer shall be open to examination by the Company's authorized representative and shall be delivered to the Company or its authorized representative upon demand.

**7. BONDING:** Upon demand by the Company, the Producer agrees to furnish a bond satisfactory to the Company to secure the faithful performance of his duties and the payment of any and all indebtedness, which may arise under this Agreement.

**8. CLAIMS:** All claim matters shall be handled directly by the Company at its Home Office, which is presently in Bedford Park, Illinois.

**9. COMMISSIONS:** The Producer shall receive as compensation the applicable commissions set forth in the Commission Schedule(s) attached hereto, as amended or modified from time to time, payable on premiums paid to and accepted by the Company. The Company reserves the right to discontinue, amend and/or add any plan of insurance and to establish, amend, or modify any Commission Schedule applicable to the Producer provided that the Company mails such newly established Commission Schedule or such amendment or modification to an existing

Commission Schedule, to the last known address of the Producer. The effective date of any new, or of any amendment or modification of an existing, Commission Schedule shall be specified by the Company and shall govern all policies until superseded. Commissions, service fees and other compensation on extra premiums, conversion exchanges, reinstatements, replacements and any other special situation will be payable in accordance with the published rates and practices of the Company and in effect at the time.

10. **DELIVERY OF POLICY:** The Producer shall, within twenty (20) days from the date policies are mailed to him from the Home Office of the Company, make delivery of such policies to applicants or policy owners, provided that delivery shall not be completed until all delivery receipts, releases and other documents required by the Company shall have been signed by the applicant or policy owner and mailed to the Company by the Producer. Commissions shall not be earned on any policies not delivered within such 20-day period and the Producer shall, on the day following expiration of said 20-day period, return to the Company any policy not so delivered.
11. **ERRORS AND OMISSIONS:** The Producer agrees to furnish and maintain an Errors and Omissions policy in the amount of not less than \$500,000 with no more than \$1,000 deductible, issued by a company and in such form as the Company shall require.
12. **FEES AND EXPENSES:** The Producer shall be responsible for payment of all taxes, fees or levies which are imposed on him for the privilege of his doing business, but this shall not include premium taxes or other taxes specifically levied against the Company as a privilege tax. The Producer may be charged with any amount(s) paid by the Company to any other person on behalf of the Producer, including, but not limited to, licensing fees, use taxes and bonding premiums. The Company shall furnish all supplies, blanks and printed matter, which the Company finds necessary for conducting business under this Agreement, all of which shall remain the property of the Company and shall be returned upon request. Any additional materials or supplies ordered from or through the Company shall, according to the Company's rules and practices, be charged to the Producer's account unless other arrangements for payment have been made to which the Company has agreed in writing.
13. **INDEBTEDNESS OF PRODUCER:** Any advance or loan, annualization of compensation, extension of credit from the Company to the Producer of any other sums owed to the Company by the Producer shall be due and payable on demand. If not paid on demand such indebtedness shall bear interest from the date following the demand until paid at the maximum rate permitted by law and the Producer shall also be liable to the Company for all collection costs and expenses, including reasonable attorney's fees, incurred by the Company.
14. **OFFSETS:** The Company shall have the right to offset against any commissions, compensation or other sums due the Producer hereunder any indebtedness now due or which may become due at any time from the Producer.
15. **INDEMNITY:** The Producer shall indemnify, defend and hold harmless the Company from any and all claims, demands, actions, causes of action, lawsuits, proceedings, judgments, liabilities, damages, losses, costs and expenses, including reasonable attorney's fees, arising out of, resulting from or relating to any act or omission of the Producer provided that the defense of any such claims lawsuit, or proceeding against the Company shall be conducted at the sole cost of the Producer by attorneys reasonably satisfactory to the Company. For purposes hereof, attorneys' fees shall include fees of attorneys incurred by the Company for consultation prior to the filing of any such lawsuit, as well as for the defense of any lawsuit against the Company or the prosecution of any claim or lawsuit asserted against the Producer by the Company.
16. **NOTICE:** All notices given in connection with this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as follows:  
  
If to the Company:                   6640 S Bedford Park  
  Bedford Park, IL 60638  
or such other address as the Company may, from time to time, designate by written notice delivered to the Producer in accordance herewith;  
  
If to the Producer:                   The then-current address of the Producer as shown in the Company's file.  
  
Mailed notices shall be deemed given two (2) business days after having been deposited in the U. S. mail.
17. **PLACE OF PERFORMANCE:** All monies due either party by the other party shall be paid at the Home Office of the

Company, provided however, that the Company may, at its option, discharge any obligation to the Producer by mailing any monies due the Producer to his address as shown in the Company's files.

18. **REBATES:** The Producer agrees that he will not, directly or indirectly, in any manner whatsoever, pay, offer to pay or allow any rebate of the Producer's commissions on any policy issued or proposed to be issued by the Company.
19. **RECEIPTS:** The Producer shall be authorized to collect only the initial premium. Money received by the Producer for the Company shall be held by him in trust, separate and distinct from other funds, and shall be immediately due and payable in full to the Company. Receipts for premiums must be on forms furnished by the Company for that purpose. The Producer shall be liable to the Company for loss by accident, theft, or otherwise, of any money or items of value belonging to the Company and coming into his control.
20. **REJECTIONS:** The Company shall at all times, have the right, in its sole and absolute discretion, to reject any application for insurance without specifying the reason therefore. Should the Company, for any reason, refund any premium on any policies secured hereunder, the Producer shall promptly repay on demand any commission or other benefit received on such premium.
21. **PRODUCER IS INDEPENDENT CONTRACTOR:** The relationship between the Producer and the Company is that of an independent contractor and owner. Nothing contained herein shall create or be deemed to create the relationship of employer and employee between the parties.

Notwithstanding the foregoing, the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby that do not interfere with the freedom of action of the Producer, and the Producer shall conform to and observe such rules and regulations of which he has notice or knowledge, whether contained herein or otherwise published. The Producer shall endeavor to promote the interest of the Company as contemplated by this Agreement and shall conduct himself in a manner that does not adversely affect the business, good standing or reputation of the Company. The Producer agrees that he will not violate any laws, rules and regulations of any Federal, State or local government, department or bureau having jurisdiction, nor will he induce or endeavor to induce any producer of the Company to violate any such laws, rules or regulations, or any rules or regulations of the Company.

22. **TERMINATION:**

- A. **Voluntary Termination:** This Agreement may be terminated without cause at any time by either party giving the other party written notice of termination. The termination will be effective upon receipt of such notice or ten (10) days after the date written notice has been given, whichever is earlier. If this agreement is voluntarily terminated, the Producer, his heirs, legal representatives, successors and assigns shall be entitled to receive commissions payable under this Agreement, less offsets to which the Company is entitled. However, if the Producer is an individual and dies before the Company can pay such commissions to any such third party, that person must, within ninety (90) days of the Producer's death, obtain a temporary license from the Department of Insurance in the applicable State (if required by law).
- B. **Automatic Termination:** This Agreement terminates automatically:
  - (1) Upon the death of the Producer, if an individual;
  - (2) Upon the Producer, if an individual, becoming totally disabled, as hereinafter defined;
  - (3) Upon revocation, termination or non-renewal of the Producer's broker/ producer license;
  - (4) If any petition or similar pleading under any provision of any bankruptcy act or similar law, State or Federal, shall be filed by the Producer; or if any such petition, pleading or proceeding, is filed against the Producer and is not dismissed within thirty (30) days from the date it is filed; or if the Producer admits in writing that it is insolvent or unable to pay its debts.

If this Agreement is automatically terminated, the Company will pay the Producer compensation as if this Agreement had been voluntarily terminated.

For purposes hereof, the Producer shall be deemed totally and permanently disabled when due to illness or disease, the Producer is unable to perform each and every duty required of him hereunder, is not otherwise gainfully employed for wage or profit and is under the regular care of a legally licensed physician.

- C. **Termination for Cause:** the Company may elect to terminate this Agreement for cause if:

- (1) The Producer has violated any laws, rules and regulations of any applicable Federal, State or local government, department or bureau that applies or relates to the business engaged in by the Company, or is convicted of a felony;
- (2) The Producer has acted in a manner that adversely affects the business, good standing or reputation of the Company;
- (3) The Producer has attempted to or has induced any producer of the Company assigned to another producer to violate his producer agreement or terminate his relationship with such other producer of the Company;
- (4) The Producer has attempted to or has induced any policyholder of the Company to discontinue the payment of premiums on any policy or to relinquish or replace any policies of the Company;
- (5) The Producer has failed to comply with any provision of this Agreement notwithstanding the Company's written demand for compliance; or
- (6) The Producer has embezzled or misapplied funds of the Company.

If this Agreement is terminated for cause, the Producer shall be not be entitled to any compensation or commissions on any premiums received by the Company after termination. In addition, the Company may seek and obtain injunctive relief or pursue, individually or collectively, any and all other remedies allowed by law or in equity for such acts of the Producer, including, but not limited to, recovery of damages. Forbearance or neglect on the part of the Company to insist upon the performance of any provision of this Agreement, or its failure to terminate this Agreement for cause, shall not constitute a waiver of such rights and privileges for the same or similar acts in the future.

Upon termination of this Agreement, the Producer or his legal representative shall immediately pay in cash to the Company all sums due, and shall immediately deliver to the Company all materials and supplies belonging to the Company.

Upon termination of this Agreement, for any reason, the Producer shall return or destroy all Protected Health Information received from the Company, or created or received by the Producer on behalf of the Company. This provision shall also apply to Protected Health Information that is in possession of sub-contractors or producers of the Producer. The Producer shall retain no copies of the Protected Health Information.

In the event that the Producer determines that returning or destroying the Protected Health Information is infeasible, the Producer shall provide written notification of the conditions that make return or destruction infeasible. The Producer shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Producer maintains such Protected Health Information.

23. **TERRITORY:** The territory within which the Producer shall operate under authority of this Agreement consists of the State(s) of \_\_\_\_\_, provided the Producer is duly licensed and appointed by the Insurance Department of each such State. The Company may appoint one or more other producers in any portion of the territory assigned to the Producer and the Producer shall have no claim for commissions or other remuneration for or on account of insurance effected by such other producers unless such commissions or other remuneration is assigned to the Producer.
24. **RIGHTS OF THE COMPANY:** In addition to all other rights the Company may have set forth herein, it expressly reserves the right at any time and from time to time to:
  - (a) Modify or amend any policy form or contract;
  - (b) Modify or alter the conditions or terms under which any policy form or contract may be sold, or regulate its sale in any way;
  - (c) Discontinue or withdraw any policy form or contract for any State, without prejudice to its right to continue such form contract elsewhere; or
  - (d) Cease doing business in any State.
25. **VESTED COMMISSIONS:** The vesting of commissions under this Agreement shall in no way limit or otherwise affect the right of the Company to service business on which such vested commissions are payable. The right of the Producer shall cease when all commissions in any preceding calendar year amount to less than Six Hundred Dollars (\$600.00) or if this Agreement has been terminated for cause as herein provided, whereupon no further commissions shall be payable. The servicing fee in the 11<sup>th</sup> and subsequent years provided for in the Commission Schedule will be payable to the Producer only if the Producer is actually servicing the business at that time.

26. **ENTIRE AGREEMENT:** This Agreement, including any attached schedules, supplements or amendments, sets forth all agreements and understandings between the Producer and Company and there are no other agreements or understandings, oral or written, between them. This Agreement may not be amended or modified except by an instrument in writing, signed by both parties, or as set forth in written notice from the Company to the Producer, which, by its terms, amends or modifies this Agreement.

27. **BENEFIT:** This Agreement is binding upon and shall inure to the benefit of parties hereto and their respective heirs, legal representatives, successors, and assigns, provided that the Producer may not assign, pledge or otherwise transfer this Agreement or any of its rights hereunder, including, without limitation, any funds due or to become due hereunder.

28. **JURISDICTION:** All actions or proceedings between the parties arising or resulting, directly or indirectly, from this Agreement, shall be brought only in courts of the State of Illinois having situs within Cook County, Illinois, or in the United States District Court in Chicago, Illinois, and the parties consent and hereby submit to the jurisdiction of said courts as to any cause of action arising out of, or resulting, directly or indirectly, from this Agreement.

29. **APPLICABLE LAW:** This Agreement and all of the terms, provisions and conditions contained herein shall be construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ and shall be effective for all purposes of that date.

**PRODUCER**

**FIRST CHICAGO INSURANCE COMPANY**

\_\_\_\_\_  
Producer Signature (sign name)

By: \_\_\_\_\_

\_\_\_\_\_  
Producer (print name)

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

APPROVED:

\_\_\_\_\_  
License Number(s)

\_\_\_\_\_  
Appointing Producer

\_\_\_\_\_  
Producer Number(s)

\_\_\_\_\_  
Email Address



## Direct Deposit Authorization

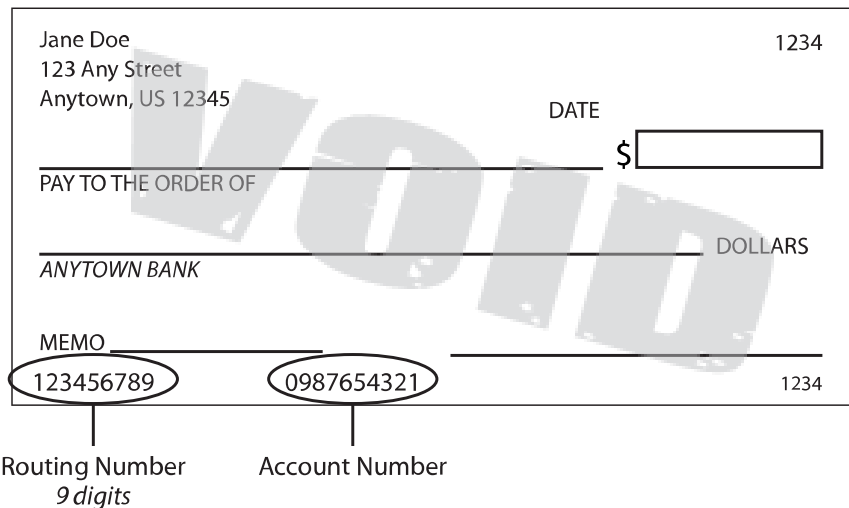
Agent / Agency Name		Agent Writing Number
Address		
City	State	ZIP Code
Social Security Number/Federal Tax ID Number		Office Phone
Contact Person	Email Address	

I authorize First Chicago Insurance Company to deposit funds due, based on my monthly commission statement, directly to the bank account listed below.

Signature	Date
Name (Print)	Title
Bank Name	
Bank ID Number (Routing Number)	Bank Account Number

Checking      Savings

Please attach a copy of a **voided** check or a deposit slip for confirmation. Thank you



# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-					-				
<b>or</b>									
<b>Employer identification number</b>									
-					-				

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*