



American Community Mutual Insurance Company

American Community Mutual Insurance Company Contracting - Thanks for looking at our Opportunity to become an Independent Contractor with Affordable Health Insurance Agency, LLC. It was a pleasure talking with you! Here is all the paperwork needed for contracting with us. If you have any questions, feel free to call us at 888-883-8490 or 262-784-7344.

- Print off and Fill out this paper work with Black Pen, print and write legible.
- Please Fax (preferred method) or Mail me a copy of your current State(s) License that you wish to be appointed in and a Copy of your Errors and Omissions Insurance (E & O). **You must have E & O with American Community to become appointed with them.** If you do NOT HAVE E & O coverage, contact us and we can refer you to the vendor we use. Runs approximately \$400 for the year!
- **This carrier offers you an optional 9 month advance upon issue. You will automatically be signed up for the 9 month advance and if you do NOT want this please let us know.** There are no points or interest charged to you for the advance. You are paid direct deposit from the General Agency. See Form below and make sure you include a voided check.
- Fax to: 262-821-0508

Affordable Health Insurance Agency, LLC
Attn: Kevin
17100 W. Bluemound Road Ste 202
Brookfield, WI 53005
www.etruehealth.com

- Any questions feel free to call me at the number above.



*Must Have
E&O Insurance*

*Thank you for your interest in
American Community
Mutual Insurance Company.*

*We look forward to the opportunity
to be associated with you.*

Before taking any application for an American Community policy, you must:

- Complete the Agent Appointment paperwork.
- Carry Errors and Omissions Coverage.
- Attend a product review.
- Be appointed by American Community to write life and health insurance.

Instructions

→ For All States you Want to Represent

The Agent Appointment must be reviewed by your American Community Marketing Director.

1. Complete the Agent Appointment Profile. Answer all questions.
2. Enclose a copy of your current life and health license (you must have both).
3. Enclose proof of active Errors and Omissions Coverage (required to receive a contract with American Community).
4. Enclose any applicable company fees, state appointment forms and fees.
5. Complete the Assignment of Commissions form if your commissions are to be paid to someone other than yourself.
6. Complete the Production Requirements page.
7. Complete the W-9 form (if also contracting an agency, complete a separate W-9 form for the agency).
8. Complete the Agent Agreement Signature page. For an agency, complete the reverse side of the Agent Agreement Signature page.
9. Keep the Agent Agreement for your records.
10. Return the Agent Appointment Profile, copy of licenses, copy of Errors and Omissions coverage, Assignment form, Production Requirements form, W-9(s), and the Agent Agreement Signature page to your Marketing Director. A countersigned copy of the signature page along with your agent code number and the appropriate commission schedule will be mailed to you upon Home Office approval.
11. Attend a product review before writing business with American Community Mutual Insurance Company.

AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY

APPLICATION FOR AGENT APPOINTMENT

All Questions Must Be Completed

(If agent and agency are being appointed, complete separate forms.)

Please Print or Type

Individual: Personal Data

Full Name _____
Last First Middle

Business Name _____

(Check box for desired mailing address, but fill in both addresses.)

Resident Address _____
Street City County State Zip+4

Business Address _____
Street City County State Zip+4

Resident Phone () _____ Business Phone () _____

Fax # () _____ Email Address _____

Date of Birth ____ / ____ / ____ Social Security # _____

License# _____ Expiration Date _____

List states in which you are currently licensed _____

List companies appointed with: _____

Referred by: _____ How long have you been an agent or broker? _____

Identify all family members who are appointed with American Community: _____

Agency Data: Complete only if an Agency is being contracted.

Agency Name _____

Address _____
Street City County State Zip Code

Tax Identification # _____ License # _____ Expiration Date _____

List companies appointed with: _____

How long have you been an agency? _____

What type of agency are you: corporation ____ partnership ____ sole proprietor ____ d/b/a ____

Who is the appointed agent officer with the Department of Insurance? _____

Licensing Data: Enclose a current copy of each state agent/agency insurance license (life and health) under which you will be selling American Community products.

Have you ever been contracted with American Community? Yes No

If yes, when? _____

Why was contract terminated? _____

Product Review Date _____

Commission Information

Are commissions to be assigned? Yes No

If yes, complete the Assignment of Commissions form on the following page.

General Information

Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions other than the first one, you must attach an additional sheet explaining all relevant information and include supporting documents.

1. Do you have Errors & Omissions (E&O) coverage? Yes No
(If no, do not submit application for contract, if yes, submit proof of current coverage)
2. Within the past 10 years, has any E & O carrier denied, paid claims on, or canceled your coverage? Yes No
3. Are you involved in any pending or current litigation, investigations or E & O claims? Yes No
4. Within the past 10 years, has a bonding or surety company denied, paid out on, or revoked a bond for you? Yes No
5. Is there any reason why you cannot secure a bond? Yes No
6. With the exception of routine traffic violations, have you EVER been convicted of, or plead guilty or nolo contendere (no contest) in a court to:
 - (a) a misdemeanor, or Yes No
 - (b) a felony Yes No

(Such convictions will not automatically disqualify agent candidates. The seriousness and nature of the crime, date of conviction and rehabilitation will be considered.)
7. Have you ever been discharged or permitted to resign from your employment because you were accused of:
 - (a) violating investment-related or insurance-related statutes, regulations; rules, or industry standards of conduct? Yes No
 - (b) fraud or the wrongful taking of property? Yes No
 - (c) violating company rules? Yes No
8. Do you have any outstanding unpaid indebtedness to an insurance company or general agent? Yes No
9. Have you EVER had your insurance license suspended, revoked or terminated? Yes No
10. Have you EVER had a securities license or registration suspended or revoked? Yes No
11. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order? Yes No
12. Are there any outstanding or pending judgments, liens, or tax liens against you? Yes No
13. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt? Yes No
14. Within the past 5 years, have you ever initiated bankruptcy proceedings or been declared bankrupt? Yes No
(If yes, attach a copy of court papers.)
15. Professional Designations: CLU CHFC LUTC RHU CPCU Other _____

I hereby certify that my answers to the questions contained in this application are true and correct. I acknowledge that American Community has informed me that it may conduct investigative reports on agents for licensing purposes, initial and renewal state appointments, and at any time American Community at its discretion, deems it necessary to conduct background investigations. I expressly authorize American Community to conduct these investigations and authorize all persons and entities (including past and present employers) to provide American Community all requested information. I release from liability all persons and entities which supply said information to American Community and agree to hold American Community harmless from any liability for conducting this investigation and/or using said information. I authorize American Community to use these investigative reports and to provide these reports and any other pertinent information to all third parties where the third parties' legal interests and/or obligations are involved. I also authorize American Community to distribute any financial, business, legal, tax or work performance history regarding me that it receives from third parties or which is generated by American Community's data source that is not part of the investigative report, to all third parties including but not limited to agents or agencies that assume my debt balance responsibilities. I certify that I have reviewed this application and acknowledge that this application will form a part of my agent agreement with American Community. I further understand that if any information provided in this application is found to be incorrect or incomplete, it may be grounds for rejecting this application or for termination of my contract, all in the sole discretion of American Community.

I have completed all necessary forms and submitted all fees and a copy of my current life and health license. I understand American Community will accept business from me upon completion and acceptance of the Agent Appointment Packet from the Home Office.

X

 Signature of Applicant

 Date

The Brokerage General Agent / General Agent accepts all responsibility for the applicant agent and sponsors him as a Writing Agent for American Community.

 Brokerage General Agent / General Agent Signature
 (Leave blank if not applicable.)

 Date

 Brokerage General Agent /
 General Agent Name (Print)



 Marketing Director Signature

 Date

Recruited by: Kevin Trueberbach 262-784-7344

HOME OFFICE USE ONLY			
Type: <input type="checkbox"/> Brokerage General Agent	<input type="checkbox"/> General Agent	<input type="checkbox"/> Agent	New Business _____
Effective Date: _____	Agent Code # _____		
Comm Code _____	Assign to _____	Code # _____	
Brokerage/General Agent _____	Code # _____		
Non-Resident State(s) _____	N/R Code # _____		

AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY

Assignment Form

For good and valuable consideration I, _____ assign and transfer all policies, commissions and service fees which become due me from American Community Mutual Insurance Company

to Stevens + Matthews
(Assignee)

Select Option A or Option B

Option A - business written from the current date forward.

I understand this Assignment will not affect the policies and payment of commissions and service fees on policies issued prior to the effective date of this Assignment. Prior policies will remain mine and commissions and service fees on the prior policies will continue to be paid to me.

Option B - business written in the past, present and future.

I understand this Assignment transfers all my policies whenever written and payment of commissions and service fees on those policies, to the Assignee, except policies written while another Assignment was in effect.

I reserve the right to revoke this Assignment on thirty (30) days written notice to the Assignee with a copy to American Community Mutual Insurance Company. Policies written and commissions and service fees earned on those policies written while this Assignment is in effect, and prior to the effective date of revocation, will remain the property of the Assignee unless a written release from the Assignee is received.

Revocation of this Assignment shall not be binding on American Community Mutual Insurance Company until both of the following occur:

- a) American Community receives a copy of the written revocation; and
- b) the thirty (30) days notice period to the Assignee expired.

I agree that this Assignment shall not relieve me of any obligations imposed on me by any Agent Contract, nor shall it limit or impair the rights of American Community Mutual Insurance Company under such Agent Contract.

Signed at _____ on _____
(City/State) (Date)

Witness

X
Assignor's Signature (Agent)

Assignor's Name (Please Print)

AMERICAN COMMUNITY
MUTUAL INSURANCE COMPANY

To: American Community Agents
Subject: **Production Requirements**

Welcome! We at American Community appreciate the opportunity to be associated with you and your agency.

We assume that you believe one or more of our products will be of value to your clients.

In order to maintain your contract with American Community, we have minimum production requirements for new business as indicated in the attached Commission Schedule which may be revised from time to time as indicated in a revised Commission Schedule. We believe this is a reasonable requirement of any Agent who is contracted to market American Community products. Failure to meet production requirements may result in termination.

Please feel free to contact us anytime you have a question regarding our products or service.

X

Agent/Agency Signature

Date

Z. Buell

Marketing Director Signature

Date



AMERICAN COMMUNITY
MUTUAL INSURANCE COMPANY

To: American Community General and Brokerage General Agents
Subject: **Production Requirements**


Welcome! We at American Community appreciate the opportunity to be associated with you and your agency.

We assume that you believe one or more of our products will be of value to your clients. In order to maintain your contract with American Community, we have minimum production requirements for new business as indicated in the attached Commission Schedule which may be revised from time to time as indicated in a revised Commission Schedule. We believe this is a reasonable requirement of any General or Brokerage General Agent who is contracted to market American Community products. Failure to meet production requirements may result in termination.

Please feel free to contact us anytime you have a question regarding our products or service.

X _____
Agent/Agency Signature

Date


Marketing Director Signature

Date

AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY

Agent Agreement Signature Page

American Community Mutual Insurance Company (herein called "American Community", "We", or "Us" as the case may be) and the undersigned Person (hereinafter called "Agent", "You", "Your" or "Yourself"), in consideration of Your undertaking to sell American Community's products and provide customer service for the consideration as stated in the Agent Agreement (hereinafter called "Agreement"), the Signature Page and Commission Schedule(s) attached hereto and made a part hereof, mutually agree to the terms of said Agreement and that the same shall constitute the entire Agreement between American Community and the Agent or Agency and cannot be modified by any prior or subsequent verbal promise or statement, by whomever made, and no supplement, revision or amendment to this Agreement shall be binding upon American Community until it has been approved and countersigned in writing upon behalf of American Community at the Home Office by persons appointed by American Community.

The parties agree that this Agreement shall supersede any and all Agreements previously entered into between them.

I hereby certify that the Agreement attached to the original application for agent appointment which I have signed has not been altered, modified or changed by me in any manner and that I agree to be bound by the provisions of that Agreement.

X _____
Agent Signature Date

Agent Name (please print)

R. Brubaker

Marketing Director

Date

To be completed by Home Office - Agent Agreement is not valid unless this section is completed by the Home Office.

FOR HOME OFFICE USE ONLY

AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY

Gerald E. Meach

Gerald E. Meach, President

Commission Schedule Form No. _____

Producer Code _____

Effective date of this agreement is _____

This Agreement will be of no force or effect unless countersigned below by an authorized employee of American Community.

AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY

COUNTERSIGNED

Date

SM

Marketing, Inc.

STEPHENS-MATTHEWS MARKETING, INC.

■ PO Box 1208 ■ Beverly, OH 45715 ■ Phone: (800) 544-8250 ■ Fax: (740) 984-8283 ■

Return by fax to: 740-984-8283 or email to: Kelly@stephens-matthews.com**Agent Commission Electronic Funds Transfer Form**

Agent/Agency Name: _____

Daytime Phone Number: _____

Account Type (Please Check One): Checking Account (22) Savings Account (32)**If you are authorizing electronic fund transfer either for the first time or to a different account:**

1. For checking account, please void a **pre-printed blank check** and attach here.
2. For savings account, please void a **pre-printed deposit slip** and attach here.

We cannot accept voided checks or deposit slips with a handwritten name and address.

3. Please transfer the numbers at the bottom of the check or deposit slip into the fields below.

Bank Routing Number_____
Bank Account Number**Authorization**

I hereby authorize Stephens-Matthews Marketing, Inc. to initiate credit entries and, if necessary, adjustments for any credit entries made in error to the checking or savings account indicated above, hereinafter called depository.

Agent Signature: _____**Please submit an updated authorization any time you change depositories.****Agents receiving Electronic Funds will receive
commission statements via e-mail only.**



AGENT COMMISSION DIRECT-DEPOSIT AUTHORIZATION

Agent Name: _____ Agent Code No: _____

Payee Name: _____ Payee Code No: _____
(if commissions are payable to an agency or corporation)

Please select one of the following:

Mid Month Commissions Deposit (twice a month) _____

Once a Month Commission Deposit _____

New Applicant: _____ Change to Account Information: _____

I (we) authorize American Community Mutual Insurance Company to deposit any commission due me to the Financial Institution account listed below. I understand that at any time my account has a debit balance, commissions will not be deposited until the balance is over \$100.00.

Financial Institution Name _____

Street Address _____

City _____ State _____ Zip _____

Financial Institution Phone Number _____

Select one: _____ Checking Account No: _____

_____ Savings Account No: _____

This authority is to remain in effect until such time American Community Mutual Insurance Co. and the Financial Institution have received written notification from me of its termination, in such a manner as to allow American Community Mutual Insurance Co. and the Financial Institution a reasonable opportunity to act on it.

Signature _____ Date _____

Please attach a voided check if you have chosen for your commissions to be deposited into a checking account or attach a copy of a deposit slip (along with the routing number of the financial institution), if you have chosen for your commissions to be deposited into a savings account.

Commission statements are available on our website at www.american-community.com. Log on through For Agents, then click on Commissions.

39201 Seven Mile Road, Livonia, MI 48152-1094
(800) 233-3444 (734) 591-9000 (734) 591-4628 (fax)
www.american-community.com

**AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY
AMENDMENT TO AGENT AGREEMENT**

This Amendment to the Agent Agreement (“Amendment”) is made and entered into by and between The American Community Mutual Insurance Company, hereafter “American Community,” and _____, Agent Number _____, hereafter “Agent”.

WHEREAS, on _____ of _____, _____, Agent entered into an Agent Agreement with American Community which, among other things, authorizes the Agent to solicit and sell American Community’s Individual health insurance products and provides for payment of commission by American Community to the Agent upon the sale of new Individual business and premium being earned on the same; and

WHEREAS, Agent wishes to amend the Agent Agreement in order to permit Agent to receive commissions in advance of premiums being earned on new Individual business; and

NOW, THEREFORE, American Community agrees to amend Agent Agreement and permit commissions to be paid to Agent in advance of said commission being earned on new Individual business subject to the following terms and conditions:

TERMS AND CONDITIONS

1. In its sole discretion American Community may advance commissions for new Individual business in an amount not exceeding the first nine (9) months of commission that would otherwise be paid if premiums had been received and said commission had been earned. American Community reserves the right and has the sole discretion to establish a maximum amount of advance commissions that may be outstanding at any time.
2. All advance commissions shall be deemed unearned commissions unless earned according to the terms and conditions of the Agent Agreement. Unearned commissions advanced on new Individual business under this Amendment shall constitute a loan to Agent of which Agent shall be liable for repayment. As commissions are earned for the new Individual business American Community shall offset the earned commission from the advanced commission for that new Individual business until the advance commission has been paid in full.
3. All advance commission payments made under this Amendment shall be made by American Community and forwarded to Agent in accordance with American Community’s regular commission payment practices.
4. Agent agrees to pay, and be liable for any repayment, to American Community of any advance commissions paid, but not earned. This includes, but not limited to, advance commissions paid on any policy that is canceled, terminates, or rescinded for any reason before the advance commission has been earned. Furthermore, Agent hereby grants American Community the right to, at any time, apply any and all commissions earned by Agent to the repayment of any commission debit balance that has been incurred. If there is no commission that has accrued to Agent to be offset against, Agent agrees to pay the total amount due to American Community within ninety (90) days from the cancellation/termination/rescission of the policy or the date American Community requests payment, whichever is less.
5. This Amendment may be terminated or suspended at any time by American Community. Termination or suspension of this Amendment shall be effective on the date written notice of termination or suspension is mailed by American Community to the Agent at the last known business address of the Agent shown in American Community’s files. In the event of termination of this Amendment, all unearned commission in excess of commission earned shall be due and payable to American Community immediately.

Agent hereby grants to American Community a first priority security interest in and right of off set against the following to repay any unearned commission that is due and owing to American Community: any commissions and bonuses payable to Agent by American Community, and any credits and value from property held in Agent's name with American Community.

6. Upon termination of this Amendment, Agent agrees to pay any advance commission that is due and owing to American Community upon demand. American Community may offset any earned commissions that are or become due and owing to the Agent to satisfy said outstanding amount.

7. All the terms, conditions and definitions of the Agent Agreement and any supplements to it, shall remain in force and effect unless specifically modified in this Amendment.

8. This Amendment shall survive the termination of all contractual relationship between Agent and American Community. It is further agreed that Agent agrees to pay American Community for any attorney fees and costs incurred in collecting any amounts due and owing under this Amendment. All amounts due hereunder shall be payable at American Community's Home Office in Livonia, Michigan.

9. This Amendment shall have no force or effect until accepted by American Community, and Agent's Brokerage General Agent/General Agent signs the Guaranty.

I, _____ (Agent), affirm and fully understand the terms and conditions of this Amendment to Agent Agreement.

Dated this _____ day of _____, 20__.

Agent

Agent Number

American Community Mutual Insurance Company

GUARANTY

In consideration of American Community Mutual Insurance Company (“American Community”) entering into the Amendment to the Agent Agreement between _____, Agent Number _____, (Agent) and American Community, dated _____ (“Amendment”), broker general agent/general agent _____ (“BGA”) agrees to the following:

BGA agrees that in the event of any default of payment by Agent for commissions advanced to Agent that are due and owing to American Community under the Amendment, BGA shall be responsible for and indemnify Agent for said outstanding amount and guarantee payment of the same to American Community. Twenty-five (25%) percent of the total outstanding amount shall be paid to American Community on a monthly basis until paid in full.

BGA further agrees to reimburse American Community for any attorney fees and costs incurred in collecting any amounts due and owing under the Amendment to Agent Agreement.

Brokerage General Agent/General Agent’s Name (Print)

Brokerage General Agent/General Agent’s Signature

Date

This Amendment will be effective and in force the date received and signed by American Community.