

Affordable Health Insurance Agency, LLC.

Kevin Truebenbach

Specialist In Health/Life Insurance, Critical Illness, Medicare Supplements, & Long Term Care



WBA Accident Insurance Appointment Checklist

Accident Insurance - Thank you for looking at becoming an agent with WBA Accident Insurance and Affordable Health Insurance Agency, LLC

- Fill out all pages attached, with black pen and write legible.
- You are paid direct; commissions are cut every month (around 15th).
Commissions need to be over \$25 dollars, if below the balance will be carried forward to the following month. You will be paid based on how your client pays. Example: If you client pays annually, you will be paid annually.
- The Accident Plan is available in all states EXCEPT Maine, Connecticut & Arkansas. WE DO NOT NEED A COPY of your STATE License! You can sell this plan in ANY STATE.
- If you have website or want an Online Agent Link to sell this product, you have to fill out the Online Web Agreement form attached.
- Fax all materials to 262-821-0508 ATTN: Vicky

or Mail to:

Affordable Health Insurance Agency, LLC
Attn: Vicky Smith
17100 W. Bluemound Rd Suite 202
Brookfield, WI 53005

Please call with any questions: Toll Free 888-883-8490 or 262-784-7344

Thanks,

Kevin Truebenbach
262-784-7344
www.etruehealth.com
We Shop – You Save!

COMPREHENSIVE INSURANCE AGENCY, LLC PRODUCER SALES AGREEMENT

This PRODUCER AGREEMENT ("Agreement") is entered into by and between Comprehensive Insurance Agency, LLC, a Missouri Limited Liability Company (CIA)

and _____ ("Producer"), Social Security Number _____

1. RELATIONSHIP AND SCOPE OF AUTHORITY

CIA hereby appoints Producer to represent CIA and promote its products. The relationship of Producer to CIA is that of an independent contractor, and nothing herein shall be construed to create the relationship of employee and employer. Producer is free to exercise his/her own judgment as to the time and manner for performing services required under this Agreement. Producer is also free to exercise his/her own judgment as to the persons from whom Producer will solicit applications and the time and place of solicitation. Producer shall make no representations or commitments of any type to applicants as to the issuance of plan or coverage of specific medical conditions or claims, nor will Producer incur any liability on behalf of CIA or any Company. CIA shall retain sole and final authority over acceptance of any sub-entities the Producer may seek to appoint.

2. COMPENSATION

CIA shall pay to Producer the commissions specified in the attached Commission Schedule(s) as compensation in full for all services performed and all expenses incurred by Producer, subject to the terms and conditions of this Agreement. No commission shall be paid to Producer unless and until CIA receives payment from the Client. Producer shall be paid only on payments paid to CIA on plans approved by CIA and personally sold by Producer or by entities appointed by and under the Producer which have applications bearing the Producer's or sub-entity's name. The Commission Schedule(s) and any commissions payable on future business may be modified from time to time by CIA upon ten (10) days written notice, which may be contained in the CIA Field Bulletin or other written communication.

3. TERRITORY

During the term of this Agreement, Producer may solicit throughout the Producer's state of residence and other states as authorized by CIA but only if no specific counties are excluded in writing. This territory is not assigned exclusively to Producer. Producer shall not solicit applications in any manner in any state that prohibits the sale of CIA products. Upon ten (10) days written notice to Producer, CIA may, in its sole discretion, discontinue conducting all or any part of its business within all or any part of Producer's territory or any other territory.

4. RESPONSIBILITIES

Producer shall at all times comply with all laws and regulations of the states in which Producer solicits business. Producer shall not rebate any payments or payments to any party. Producer shall be responsible for acquiring and maintaining all licenses in any territory in which Producer solicits, as required by applicable law. Producer shall pay for all of Producer's license fees, appointment fees, bond fees, and fees and taxes required by any federal, state or local government. Producer is solely responsible for the performance, fidelity and honesty of Producer's employees or sub-Producers during the term of their employment with Producer. All funds collected by Producer are held by Producer in trust and are the property of CIA, and Producer shall act as fiduciary with respect to those funds, which will in no event be used by Producer for personal, business or other purposes. Producer agrees to work diligently to prevent lapsing and replacement of CIA products affected hereunder. All plans written by Producer are and remain the property of CIA.

5. TERMINATION

This Agreement shall be for an initial term of one (1) year from the date of execution set forth below and shall automatically renew for an additional one (1) year period on each anniversary date of its commencement unless it is terminated as set forth below. This Agreement may be terminated for any or no reason by either party upon thirty (30) days written notice to the other. In addition CIA may terminate this Agreement "for cause" immediately upon mailing written notice to Producer's last known address if Producer or any of Producer's employees or sub-producers shall:

- A. Commit any fraud in connection with Producer's duties under this Agreement.
- B. Violate any of the terms of this Agreement and/or the laws or regulations governing sales in the state or states in which Producer is licensed; and/or any other laws or regulations of such state or the territory which Producer has been assigned.
- C. Be convicted of a felony.
- D. Publish, distribute or use any circulars, advertising, sales material or other matter referring to CIA or its plans without first securing the written approval of CIA.
- E. Communicate with any CIA plan holder for the purpose of replacing a CIA plan with a plan from another company.

If this Agreement is terminated for cause, then all of the Producer's rights to any compensation shall be immediately terminated, including but not limited to all commissions and renewal commissions. Forbearance or neglect of the Company to insist upon performance shall not constitute a waiver of any right. Upon termination, the Producer shall immediately deliver to the Company any supplies, records or materials connected with the business of the Company. The Company shall be relieved of any liability to pay any compensation hereunder if this agreement terminates due to the failure of the Producer to return to the Company its materials and property. In addition, the Company reserves the rights to pursue appropriate legal action against the Producer to assure the return of its aforementioned materials and property.

6. LIABILITIES OF OVERRIDE PRODUCER

Any Producer who receives an override commission on another Producer is responsible for the liabilities and debit balances to CIA of same Producer(s) from the date the new Producer is appointed by the Overriding Producer with CIA. The amount of the account, which is deemed by CIA to be uncollectible by CIA, and any liability incurred by CIA as a result of acts or omissions of such Producers, will be assessed to Overriding Producer. Satisfaction of Overriding Producer's debt incurred as a result of the uncollectible debit balances or other obligations to CIA of such Producers appointed by or assigned to Overriding Producer will be achieved by CIA retaining any and all of Overriding Producer's unpaid earned commissions and override commissions and other monies due and owing to Override Producer which are unpaid.

7. VESTING OF MONTHLY RENEWAL COMMISSIONS

Renewal commissions shall become vested in the Producer only in accordance with this paragraph and only if Producer is not in breach or violation of provisions 4, 5 or 11 of this Agreement. Subject to the above, beginning immediately Producer shall be 100% vested. In the event that the Producer's contract is terminated and the Producer's existing plans generate renewal commissions of less than three hundred dollars (\$300.00) in a calendar year, vesting is terminated. Notwithstanding anything to the contrary contained in this Agreement or any other agreement between Producer and CIA, commissions will be paid, upon Producer's death, to Producer's heirs, beneficiaries, surviving spouse or estate only to the extent they have vested in Producer before his death, subject, however, to provisions of this agreement.

8. METHOD OF REMITTANCE ON NEW APPLICATIONS

Producer shall immediately remit to CIA payments Producer collects. It is understood and agreed that CIA will accept no application unless accompanied by the initial payment. No commission shall be deemed earned until the plan is issued, delivered by Producer, and accepted by the applicant.

9. REINSTATED PLANS AND CONVERTED PLANS

No commissions shall be paid on lapsed plans. If a lapsed plan is reinstated by Producer, the commission to be paid to Producer shall be determined by CIA based on the original effective date of such plan and total premiums received. If the reinstatement of a lapsed plan written by Producer is accomplished by a different CIA Producer, Producer shall not be entitled to a commission on the reinstated plan. Reinstatement commissions are to be determined in accordance with the Commission Schedule in effect the time of reinstatement. Commissions on reinstating, replacement, or conversion of one form of plan to another (or on surrendered plans) are not covered by this Agreement but may be determined by CIA on applications submitted.

10. RECORDS AND REPORTS

Producer shall render such reports and keep such records and business accounts as CIA requests. For so long as Producer represents CIA, CIA will furnish Producer with a monthly statement of Producer's Account and will pay any amount due Producer equal to or in excess of \$25.00. Upon receipt of such statement, Producer shall immediately examine it, and if not satisfied as to its accuracy, Producer shall return such statement and the payment to CIA with full particulars of any discrepancy therein within thirty (30) days; otherwise the statement shall be deemed accepted by Producer as true and correct. The Account on the books of CIA shall be competent evidence of such Account for all purposes.

11. PRINTED MATERIAL

CIA will furnish Producer with all supplies, applications, circulars and printed matter CIA or Carriers deem necessary for doing business under this Agreement. CIA may, at its sole discretion, charge Producer for such supplies as published from time to time in CIA Field Bulletins or other written communications. Certain Producers, determined at the sole discretion of CIA, may be required to pay 100% of the cost of printed materials. Producer agrees not to publish, distribute or use any circulars, advertising, sales material or other matter referring to CIA or to CIA policies without first securing CIA's written approval.

12. REFUNDS/REJECTION

CIA reserves the right, at all times, to reject any application without specifying cause, and to cancel, refuse to renew, or modify any plan. Producer shall promptly refund all monies collected on any application by Producer on which a plan is declined, on any application by Producer on which CIA issued a plan not accepted by the applicant, and on any application by Producer for which the payment is refunded.

13. DISCONTINUANCE OF PLAN FORMS

CIA may discontinue or withdraw any plan now or hereafter made available for sale. CIA may determine commissions and renewal commissions on any plan not scheduled herein.

14. INDEMNITY

Producer agrees to indemnify CIA and hold CIA harmless from any and all expense, costs, cause or causes of action and damages, including attorneys' fees resulting from any wrongful act, omission, statement or representation by Producer, Producer's employees or sub-producers.

15. SURVIVABILITY

Sections 4, 5, 6, 7, 11, 14, and 15 of this Agreement shall survive its termination for any reason.

16. ASSIGNMENT

Producer may not, without the express written consent of CIA, assign any of its rights or responsibilities hereunder. CIA may assign its rights hereunder to a third party, including but not limited to any lender.

17. RECRUITING

Producer may not, without the express written consent of CIA, approach certain prospective Producers for the purpose of recruiting or contracting any national or regional marketing organization, internet based marketing organization or any organization soliciting sales from associations or similar multi-member groups.

18. APPLICABLE LAW

The validity of this Agreement, its construction, interpretation and enforcement and the rights of the parties hereto shall be determined under, governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law. Producer agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in the County of Cook, State of Illinois, or, at the sole option of CIA, in any other court in which CIA shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. Producer waives, to the extent permitted under applicable law, any right that Producer may have to assert the defense of lack of jurisdiction over the person, the doctrine of "Forum non conveniens" or to object to venue to the extent any proceeding is brought in accordance with this paragraph.

19. PARTIAL INVALIDITY

If any provision of this Agreement is declared invalid for any reason, the invalidity of the provision shall not affect the validity of any other provision of this Agreement, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties that they would have executed all other provisions of this Agreement without including any such part or parts, or portions that may, for any reason, be hereafter declared invalid.

20. ENTIRE AGREEMENT

This Agreement, together with the other agreements incorporated herein by reference, constitutes the entire agreement between the parties and supersedes and replaces any and all prior agreements between CIA and Producer. This Agreement may not be modified, altered or amended except by a writing signed by all parties to this Agreement.

Name of Producer: _____

Name of agency (if any): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Taxpayer identification number (SS # if individual): _____

Signature of Producer: X _____ Date: _____
(If a corporation or partnership, an officer must sign)

OFFICE USE ONLY		
BY: _____	TITLE: _____	DATE: _____
Appointment Code: <u>50056 K.T.</u>	Producer Code: _____	

Complete and return to:

**Comprehensive Insurance Agency, LLC
3601 Algonquin Rd. – Suite 605
Rolling Meadows, IL 60008
847-483-9484**

COMPREHENSIVE INSURANCE AGENCY, LLC INTERNET SALES AGREEMENT

Comprehensive Insurance Agency, LLC (CIA) offers Producer the opportunity to establish links to our retail web site(s) for the purpose of allowing direct client access to online enrollment for products/services offered by or through CIA. Such online enrollments shall be credited to Producer's commission account(s) in a manner consistent with sales made by Producer in the conventional non-electronic manner. Only those products/services for which Producer is contracted and/or licensed to sell shall be considered under this agreement.

CIA may terminate this Agreement immediately upon written notice to Producer via US Post or email if Producer is engaging in marketing or advertising activities that violate State or Federal regulations pertaining to internet activities, or upon receipt of proof that Producer is violating generally accepted ISP rules regarding SPAM, or in the event CIA has reasonable concerns that Producer is diluting, tarnishing or blurring the value of CIA's or its supplier's trademarks, service marks, and/or tradenames, and/or breach of CIA's or its supplier's other intellectual property rights.

1) I understand that I may not promote these products/services by sending unsolicited mailings (SPAM). 2) I understand that all marketing efforts related to this agreement must be in compliance with all current federal and state legislation (such as the Can-Spam Act). 3) I understand that I must submit any promotions, websites, newsletters, search engine listings, and/or other marketing materials to Comprehensive Insurance Agency, LLC for approval prior to use or distribution.

Name of Producer: _____

Name of agency (if any): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Web Address: _____

Taxpayer identification number (SS # if individual): _____

Signature of Producer: _____ Date: _____

(If a corporation or partnership, an officer must sign)

OFFICE USE ONLY

BY: _____ TITLE: _____ DATE: _____

Appointment Code: 50056 KT Producer Code: _____

Complete and return to:

Comprehensive Insurance Agency, LLC
3601 Algonquin Rd. - Suite 605
Rolling Meadows, IL 60008
847-483-9484

PRODUCER COMMISSION SUPPLEMENT

This supplement to the Comprehensive Insurance Agency, LLC Product Sales Agreement, heretofore entered into by the parties, hereto ("the Agreement"), shall supplement the terms of the Agreement and any other supplements thereto. Commissions are payable in all years. For the purpose of determining commissions, commissionable premium will include the original plan premium and all subsequent increases. All processing fees, billing fees, administrative fees or association dues shall be excluded, unless otherwise noted in the schedule below. Unless inconsistent with state law, Comprehensive Insurance Agency, LLC may deduct all renewal licensing fees from Producer's commission account as such fees become due, unless Producer has requested in writing that the payment for the fee(s) be handled in another manner. In the event of any inconsistency or conflict between this Supplement and the Agreement and any supplements thereto, this supplement shall control. In all other events, the said Agreement and supplements shall be fully binding.

WBA PRODUCTS

Upon submission of those requests by the Producer, submissions to be accompanied by full payment for the services provided through the Wholesale Benefits Association ("WBA"), the Producer shall become entitled to commission based on the payments received by CIA. Such commissions shall be payable so long as the Producer continues to service the member(s) and is recognized as the servicing Producer by both the member(s) and CIA. All commissions are vested for life and are transferable as long as the business stays in force, pursuant with section 5 and section 7 of the Agreement.

<u>Product</u>	<u>First Year</u>	<u>Renewal</u>
Accident Shield	30%	30%

Name of producer: _____

Name of agency (if any): _____

Taxpayer identification number (SS # if individual): _____

Signature of producer: _____ Date: _____
(If a corporation or partnership, an officer must sign)

OFFICE USE ONLY		
BY: _____	TITLE: _____	DATE: _____
GA Code: <u>500561ST</u>	Producer Code: _____	

Complete and return with the Producer Agreement to:

**Comprehensive Insurance WBA Plan
3601 Algonquin Rd. – Suite 605
Rolling Meadows, IL 60008
847-483-9484**