

# Agent Agreement

## CareDirections **Simplicity**<sup>®</sup> and other long-term care insurance products

### Contracting Checklist

- Complete and return of all required forms & documentation – Incomplete packages will be returned unprocessed.
- Date ALL Signatures – Undated documentation will be dated with the receipt date by the Company. Applications received dated prior to the contract date will be returned.

#### General Instruction

- Page 2 - Producer Profile completed by the Agent and signed & dated by both Agent and Sponsoring General Agent.
- Page 3 - Agent's Information Completed.
- Pages 5 & 6 - Agent's Signature & Date.
- Commission Schedule(s) must be signed & attached.
- Attach copies of resident individual and/or agency state insurance license(s).
- Attach copy of your Errors & Omissions coverage.

#### State Specific Requirements

- Proof of LTC CE Completion required to solicit products in: CO/IL/IN/MD/NC/WA
- Partnership Certification required to solicit products in: CT & IN
- Signed Acknowledgement of Training attached for contracting in MA.
- Signed Contract Addendum attached for contracting in OR & PA.

#### NonResident Appointment Requirements – required for product solicitation.

- Attach copies of all nonresident individual insurance license(s).
- Attach check made payable to "MedAmerica Insurance Company" for any applicable nonresident appointment fees. Please visit our website at [www.MedAmericaLTC.com](http://www.MedAmericaLTC.com) for a complete fee listing.
- Two original DOI form APPT I/P required appointment in: HI
- Original DOI form LA-5 and Letter of Certification required for appointment in: WV



An Excelsus Company

MedAmerica Insurance Company  
Home Office: Pittsburgh, PA

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

**Producer Profile**

Please complete all required information. Incomplete forms will be returned unprocessed.

**Section 1 –Agent Information**

**Personal Information – REQUIRED**

Name (First, MI, Last)

Social Security Number

Date of Birth

Residence Address (Street, City, State, Zip – PO Box will not be accepted)

**Contact Information**

Mailing Address (Street, City, State, Zip), if different from above:

Business Phone Number (REQUIRED)

Business Fax Number

Cell Phone Number

Email Address

**Agency Information – REQUIRED FOR AGENCY APPOINTMENT**

Agency Name

Agency FEIN Number

**Section 2 – General Information:**

Have you ever been convicted or pled nolo contendere for any offense other than minor traffic violations?

NO  YES – Please provide details: \_\_\_\_\_

Has your insurance license ever been fined, suspended, placed on probation, or is currently under investigation?

NO  YES – Please provide details: \_\_\_\_\_

Are you in debt to any insurance carrier or agency, or owe any balance of commissions or premiums?

NO  YES – Please provide details: \_\_\_\_\_

**Section 3 – Sponsoring General Agent Information:**

**To be completed by the Immediate Upline Sponsoring General Agent**

Sponsoring General Agent Name (First, MI, Last)

Agency Name (if applicable)

Sponsoring General Agent Mailing Address (Street, City, State, Zip)

Delivery of policies, commission payments, etc. shall be made to:  General Agent  Sponsoring General Agent

**Section 4 – Fair Credit Reporting Act Notice & Signature:**

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

**The Agent and Sponsoring General Agent certify that all of the above information is true and accurate:**

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsoring General Agent's Signature

\_\_\_\_\_  
Date

## Agent Agreement

This Agent Agreement is between MedAmerica Insurance Company, MedAmerica Insurance Company of New York (hereinafter referred to as “Company”) and:

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

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

### D) RELATIONSHIPS & AUTHORITY:

- A) RELATIONSHIP: The Agent is an independent contractor with respect to the Company. The relationship between the Company and the Agent is not employer/employee, partners or joint ventures. The Company may from time to time prescribe such rules and regulations with respect to the conduct of the business covered by this Agreement as do not interfere with the Agent’s freedom of judgment and action hereunder. The Agent will observe such rules and regulations and any manuals, published guidelines and/or specific instructions from the Company. The Agent will not violate any laws, rules or regulations of any federal, state or local government, department or bureau having jurisdiction, nor induce or try to induce any other Agent to violate such laws, rules or regulations. The Agent agrees to comply with the Company’s requests for information on investigations for issuance of policies, resolutions of complaints and adjudication of claims; this obligation shall survive the termination of this Agreement.
- B) SOLICITATION & APPOINTMENT: The Company authorizes the Agent to solicit the Company’s Products in those states where: (i) The Company has approved Products; (ii) The Agent is in compliance with any and all regulatory licensing requirements at the time of solicitation, if any, and; (iii) The Agent has been appointed by the Company, if required, in accordance with all applicable laws.
- C) HIERARCHY: The Agent acknowledges and accepts their place in the hierarchy of the Sponsoring General Agent named in the Producer Profile and agrees to accept the guidance, supervision and management of said Sponsoring General Agent.
- D) LIMITATIONS: The Agent shall not have the authority to: (i) Adjust, compromise, settle or pay any claim made on Policies; (ii) Bind coverage under, or alter or discharge any policy; (iii) Make representations not strictly in accordance with the provisions of the policies; (iv) Extend the time of payment of premium; (v) Waive or extend any policy obligation or condition; (vi) Make any settlement or agreement regarding the settlement of any claim that may be made against the Company; (vii) Receive any premium except the initial premium due on any policy issued under this Agreement; or accept any initial premium other than by check or money order payable to the Company. The Agent shall hold all initial premium payments and all other funds belonging to the Company in trust on behalf of the Company, and remit the premium to the Company within fourteen (14) business days after receipt thereof; (viii) Endorse checks payable to the Company or incur any expense or obligation in the name of or on behalf of the Company; (ix) Solicit if the Agent’s license(s) or appointment(s) expires or terminates for any reason; and (x) Directly or indirectly, induce or try to induce any policyholder of the Company’s to discontinue the payment of any premium or lapse or surrender any policies of the Company, except in cases of policy increases.

## **II) COMPENSATION:**

Compensation to Agent will be paid on premium according to the terms of the attached Commission Schedule(s). Commission is not payable on premium rate increases implemented by the Company.

A) **CHANGES TO THE COMMISSION SCHEDULE:** The Commission Schedule may be amended at the Company's discretion, provided the Company notifies the Agent with thirty (30) days written notice.

B) **SPLIT COMMISSIONS:** The Company will pay a percentage of the Agent's compensation to another party provided: (i) It is at the Agent's direction; (ii) Is evidenced by a cosigned application indicating the split in commission; and (iii) The additional agent(s) are contracted and appointed with the Company at the time the application was solicited.

C) **ASSIGNMENT OF COMPENSATION:** This Agreement may not be assigned without the written consent of the Company. Upon receipt of an executed Assignment of Compensation, the Company will pay all compensation due under this Agreement to the named Assignee provided that the Assignee is contracted and appointed with the Company. In the event of such an Assignment, the Company's obligation to the Agent for compensation will be fulfilled and the Agent shall no longer seek compensation directly from the Company. Any Assignment of compensation will not be effective unless made in writing.

D) **WAIVED OR REFUNDED PREMIUM:** Should the Company be required to refund any premium, a corresponding amount of commission will be reversed from the Agent's next payment.

E) **INDEBTEDNESS:** Upon written notice from the Company to the Agent: (i) Any debt owed by the Agent to the Company shall be deemed due and payable in full, even if there may be future commissions payable under this or any other Agreement with the Company; (ii) Such debt shall be a first lien against any commissions or amounts payable under this or any other Agreement with the Company; and (iii) The Company may, in its sole discretion, offset such indebtedness against any and all commissions or amounts payable to the Agent.

F) **REPLACEMENT POLICIES:** Notwithstanding this Section II or any attached Commission Schedule, the Company shall pay renewal commission to the Agent for: (i) Any policy reinstated during a year subsequent to the Policy's first year; (ii) Any policy issued by the Company to replace a policy previously issued by the Company; (iii) Any policy issued by the Company to replace a policy previously issued by a carrier other than the Company that is reinsured by the Company; and (iv) where required by law.

G) **VESTING:** Except as otherwise provided in this Agreement, from the effective date of this Agreement and any attached Commission Schedule, the Agent shall have the vested right to receive all compensation payable under this Agreement. Said vesting shall in no way limit or otherwise affect the Company's right to service the business on which such compensation is payable. Payment of vested compensation will cease when commissions paid under this Agreement in any preceding calendar year amount to less than five hundred dollars (\$500) or if this Agreement is terminated for cause as set out in Section VIII.

## **III) INDEMNITY:**

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

## **IV) INSURANCE:**

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

## **V) COMPLIANCE:**

A) The Agent shall not make, publish, issue or insert or cause to have published, issued or inserted any advertisement, letter, circular, pamphlet or other publication or statement, written or through the electronic media describing the Company, its Product(s) or mentioning the Company's name without the express prior written consent by the Company and the State Regulators (where required).

- B) In addition to the Indemnity of Section IV, in the event that the Company shall be subject to liability loss, expense, fine or penalty arising out of any unauthorized advertisement, the Agent shall be liable to the Company for all direct, consequential, or other damages of any kind and costs and expenses incurred by or awarded against the Company or for other payments, required to made by the Company as a result of settlement or otherwise.
- C) Any and all authorized advertisements, circulars and other printed materials and media are the Company's property and shall be returned to the Company promptly upon termination of this Agreement.

**VI) CODE OF CONDUCT:**

The Agent agrees to become familiar and comply in all respects with the attached Code of Conduct.

**VII) TERM & TERMINATION:**

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

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

**VIII) GOVERNING LAW:**

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

**IX) MISCELLANEOUS:**

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

**X) REPRESENTATION:**

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

**Agreed To By:**

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*Agent's Signature* *Date*

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*Agent's Name (Please Print)*

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

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*William E. Jones, Vice President, Sales* *Date*



An Excelsus Company

MedAmerica Insurance Company  
Home Office: Pittsburgh, PA

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

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## ***Code of Conduct***

You agree to:

1. Possess a thorough understanding of the benefits and limitations of each long-term care insurance policy presented.
2. Maintain an effective working knowledge of Medicare and Medicaid as each program pertains to long-term care insurance.
3. Ensure that all medical questions on long-term care applications are answered thoroughly and accurately for optimum underwriting.
4. Clearly identify yourself by using only approved identification badges, and/or letters of introduction or endorsement, and not represent that you are an employee of MedAmerica Insurance Company or MedAmerica Insurance Company of New York.
5. Obey all laws governing business and professional activities and honestly represent product(s) in an ethical manner without fraud, misrepresentation, exaggeration, coercion, scare tactics or concealment of pertinent facts; and without taking advantage of the customer or potential customer that could lead to the customer's detriment in insurance choices based on need and financial capability.
6. Replace long-term care insurance policies when it is clearly in the policyholder's best interest. (Consider benefits, pricing due to new age, pre-existing condition, penalties, changes in medical history and stability of new carrier.) Make sure new coverage is in effect before canceling old policy.
7. Use only authorized promotional materials, unless prior approval has been obtained, and fairly focus presentation on positive benefit comparisons rather than disparaging remarks about competition.
8. Approach potential customers by appointment only, unless otherwise authorized by MedAmerica Insurance Company and MedAmerica Insurance Company of New York.
9. Treat a customer or potential customer with due courtesy, respect and priority in accordance with thoughtful, ethical and legal business practices.



An Excellus Company

MedAmerica Insurance Company  
Home Office: Pittsburgh, PA

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

### Automatic Deposit of Commission Payments

**Please return form to:** **LTC OPERATIONS**  
**165 Court St.**  
**Rochester, NY 14647**  
**Telephone: 800-724-1582**  
**Fax # (585) 238-3693**

**Use this form for MedAmerica Insurance Company(116) and Principal Financial Group(119)**

**Account Holder Name:** \_\_\_\_\_  
(Please Print)

**Contact Name (If Company Name and not Individual):** \_\_\_\_\_  
(Please Print)

**Address:** \_\_\_\_\_  
(Please Print) Street City State Zipcode

**Phone Number:** (\_\_\_\_) \_\_\_\_\_

**Bank Name:** \_\_\_\_\_ **Bank Account #:** \_\_\_\_\_

**ABA Number (always 9 digits):**

**Account Type**  **Checking (Attach a Voided Check)**  **Savings**  **Credit Union**

**Note: With Savings accounts and Credit Unions be sure you have checked with your financial institution and recorded the correct ABA number and Account Number.**

**I authorize MedAmerica Insurance Company to automatically deposit commission payments due to the Account Holder named into the bank account specified above. This authorization shall remain in force until I give notification of termination to MedAmerica Insurance Company or my financial institution in writing.**

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
**Signature of Account Holder** **Date** **Signature of Joint Account Holder** **Date**



An Excellus Company

MedAmerica Insurance Company  
Home Office: Pittsburgh, PA

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

**Commission Schedule**

# Simplicity<sup>ii</sup><sub>SM</sub>

Available in All Approved States<sup>1</sup> Excluding California, Delaware, Florida, Indiana, Michigan, Pennsylvania & Wisconsin

DC Trust – Available in New Jersey

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

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	50%
Lifetime	1	65-85	40%
Lifetime	2-10*	18-85	7%
Lifetime	11+*	18-85	3%
10 Year	1	18-85	30%
10 Year	2-10*	18-85	5%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	30%
Paid @ 65	2-10*	18-55	5%
Paid @ 65	11+*	18-55	3%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	45%
Lifetime	1	65-85	35%
Lifetime	2-10*	18-85	2%
Lifetime	11+*	18-85	3%
10 Year	1	18-85	25%
10 Year	2-10*	18-85	1%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	25%
Paid @ 65	2-10*	18-55	1%
Paid @ 65	11+*	18-55	3%

**Replacement Policies:**

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

**\*Simplicity ii<sup>®</sup> Service Fee**

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

**Agreed To By:**

\_\_\_\_\_  
Agent's Signature Date

Name (Required): \_\_\_\_\_

Agency Name (If Applicable): \_\_\_\_\_

For MedAmerica Use Only		
State(s)	Effective Date	Code

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



# MEDAmerica

## INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

### Commission Schedule – Delaware Specific

# Simplicity<sup>ii</sup>

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

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-85	15%
Lifetime	2-10*	18-85	10%
Lifetime	11+*	18-85	3%
10 Year	1	18-85	15%
10 Year	2-10*	18-85	10%
10 Year	11+*	18-85	0%
Paid @ 65	1	18-55	15%
Paid @ 65	2-10*	18-55	10%
Paid @ 65	11+*	18-55	3%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-85	10%
Lifetime	2-10*	18-85	5%
Lifetime	11+*	18-85	3%
10 Year	1	18-85	10%
10 Year	2-10*	18-85	6%
10 Year	11+*	18-85	0%
Paid @ 65	1	18-55	10%
Paid @ 65	2-10*	18-55	6%
Paid @ 65	11+*	18-55	3%

#### Replacement Policies:

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

#### **\*Simplicity ii® Service Fee**

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

#### Agreed To By:

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Date

Name (Required): \_\_\_\_\_

Agency Name (If Applicable): \_\_\_\_\_

For MedAmerica Use Only	
Effective Date	Code

# MEDAmerica

## INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

### Commission Schedule – Indiana Specific

# Simplicity<sup>ii</sup>

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

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	24%
Lifetime	1	65-85	22%
Lifetime	2-99*	18-64	12%
Lifetime	2-99*	65-85	11%
10 Year	1	18-85	20%
10 Year	2-10*	18-85	10%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	20%
Paid @ 65	2-99*	18-55	10%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	16%
Lifetime	1	65-85	14%
Lifetime	2-10*	18-85	8%
Lifetime	11+*	18-85	7%
10 Year	1	18-85	12%
10 Year	2-10*	18-85	6%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	12%
Paid @ 65	2-99*	18-55	6%

#### Replacement Policies:

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

#### \*Simplicity ii® Service Fee

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

#### Agreed To By:

Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (Required): \_\_\_\_\_

Agency Name (If Applicable): \_\_\_\_\_

For MedAmerica Use Only	
Effective Date	Code

# MEDAmerica

## INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

### Commission Schedule – Michigan Specific

# Simplicity<sup>ii</sup>

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

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	50%
Lifetime	1-3*	65-85	20%
Lifetime	2-3*	18-64	7%
Lifetime	4-10*	18-85	7%
Lifetime	11+*	18-85	3%
10 Year	1	18-64	30%
10 Year	1-3*	65-85	11%
10 Year	2-3*	18-64	5%
10 Year	4-10*	18-85	5%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	30%
Paid @ 65	2-10*	18-55	5%
Paid @ 65	11+*	18-55	3%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	45%
Lifetime	1-3*	65-85	15%
Lifetime	2-3*	18-64	2%
Lifetime	4-10*	18-85	2%
Lifetime	11+*	18-85	3%
10 Year	1	18-64	25%
10 Year	1-3*	65-85	6%
10 Year	2-3*	18-64	1%
10 Year	2-10*	18-85	1%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	25%
Paid @ 65	2-10*	18-55	1%
Paid @ 65	11+*	18-55	3%

#### Replacement Policies:

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

#### \*Simplicity ii® Service Fee

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

#### Agreed To By:

\_\_\_\_\_  
Agent's Signature Date

Name (Required): \_\_\_\_\_

Agency Name (If Applicable): \_\_\_\_\_

For MedAmerica Use Only	
Effective Date	Code

# MEDAmerica

## INSURANCE COMPANY

An Excellus Company

Home Office: Pittsburgh, PA

### Commission Schedule – Wisconsin<sup>2</sup> Specific

# Simplicity<sup>ii</sup>

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

Individual Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	32%
Lifetime	1	65-85	28%
Lifetime	2-99*	18-64	8%
Lifetime	2-99*	65-85	7%
10 Year	1	18-85	24%
10 Year	2-10*	18-85	6%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	24%
Paid @ 65	2-99*	18-55	6%

Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	22%
Lifetime	1	65-85	18%
Lifetime	2-10*	18-85	5.5%
Lifetime	11+*	18-85	4.5%
10 Year	1	18-85	14%
10 Year	2-10*	18-85	3.5%
10 Year	11+*	18-85	0
Paid @ 65	1	18-55	14%
Paid @ 65	2-99*	18-55	3.5%

#### Replacement Policies:

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

#### \*Simplicity ii® Service Fee

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

#### Agreed To By:

\_\_\_\_\_  
Agent's Signature Date

Name (Required): \_\_\_\_\_

Agency Name (If Applicable): \_\_\_\_\_

For MedAmerica Use Only	
Effective Date	Code

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

**Pennsylvania Contract Addendum and Commission Schedules**

THIS ADDENDUM modifies and becomes part of the Agreement signed by and between MedAmerica Insurance Company (hereinafter "Company"), a Pennsylvania corporation, and the undersigned individual (hereinafter "You").

I. **COMPENSATION:** You represent to the Company that Producer compensation will be paid in a manner that is consistent with Pennsylvania Insurance Law (PA Code §89a.129).

II. **INDEMNITY:** You shall indemnify, defend and hold Company harmless from all claims, suits, hearings, actions, damages of any kind, liability, fines, penalties, losses, costs or expenses (including court costs and attorney fees), caused by or resulting from any allegation of or misconduct, error, omission or other unauthorized act by You (including the failure to adhere to Pennsylvania compensation regulations); and for the Company's efforts to enforce this indemnification obligation. You will send the Company by certified mail (return receipt requested), within twenty-four (24) hours of receipt any legal or regulatory documents served upon You. You shall pay all costs and expenses (including amounts paid in settlement and attorney's fees and disbursements) related to the defense of any such legal or regulatory action.

III. **TERM & TERMINATION:** By this amendment, Article VII, entitled "Term & Termination," is hereby amended by deleting the current provision and inserting the following. This Agreement will remain in effect until terminated. Termination of the Agreement by any part with or without cause shall cause You to cease representing the Company.

A. **TERMINATION WITHOUT CAUSE:** This agreement may be terminated without cause by either party with ninety (90) days written notice by registered or certified mail. You may, if within thirty (30) days of receipt of notice, request in writing to the Insurance Commissioner to review the action to determine if said termination was in compliance (40 P.S. §242).

B. **TERMINATION WITH CAUSE:** This Agreement will automatically terminate for cause for reasons including, but not limited to: (a) expiration, suspension or revocation of any of Your required license(s); (b) conduct by You that exposes the Company to legal claims of any kind or results in fines or penalties to the Company; (c) withholding of funds due to the Company; (d) noncompliance with any federal, state or local laws, rules or regulation to which You are subject; (e) commission by You of an act involving dishonesty, fraud, theft, embezzlement, disloyalty or other act of moral turpitude as determined by the Company at its sole discretion; and (f) submission of information that You knew or should have known was false to the Company. This Agreement will terminate for cause with ninety (90) days written notice for reasons including, but not limited to breach of a material condition of this Agreement. You may, if within thirty (30) days of receipt of notice, request in writing to the Insurance Commissioner to review the action to determine if said termination was in compliance (40 P.S. §242).

IV. **COMMISSIONS:** You shall receive the indicated percentage of the premium collected less premium refunded for each corresponding state approved long-term care insurance policy which is solicited by You and placed with the Company according to the attached commission schedule(s).

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

B. **REPLACEMENTS:** Commissions for the sales of long-term care policies which replace an existing long-term care policy shall not be greater than the percentage payable for renewal commission.

**Agreed To By:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print)

**Pennsylvania Contract Addendum and Commission Schedules**

Individual Sales				Affiliation/Employer Sponsor Sales			
Pay Term	Policy Year	Applicant Age	Commission	Pay Term	Policy Year	Applicant Age	Commission
Lifetime	1	18-64	50%	Lifetime	1	18-64	45%
Lifetime	1	65-85	40%	Lifetime	1	65-85	35%
Lifetime	2-10	18-85	7%	Lifetime	2-10	18-85	2%
Lifetime	11+	18-85	2%	Lifetime	11+	18-85	2%
10 Year	1	See Attached Schedules		10 Year	1	See Attached Schedules	
10 Year	2-10	18-85	7%	10 Year	2-10	18-85	3%
10 Year	11+	18-85	0	10 Year	11+	18-85	0
Paid@65	1	See Attached Schedules		Paid@65	1	See Attached Schedules	
Paid@65	2-10	18-55	7%	Paid@65	2-10	18-55	3%
Paid@65	11+	18-55	2%	Paid@65	11+	18-55	2%

**Agreed To By:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print)

**Pennsylvania Contract Addendum and Commission Schedules**

**10 Year Premium Payment**

Individual Sales - Policy Year 1					Affiliation/Employer Sponsor Sales - Policy Year 1				
Issue Age	No Inflation	Simple Inflation	5%Compound Inflation	3%Compound No Maximum Inflation	Issue Age	No Inflation	Simple Inflation	5%Compound Inflation	3%Compound No Maximum Inflation
18-29	22%	20%	18%	19%	18-29	18%	16%	14%	15%
30	22%	20%	19%	19%	30	18%	16%	15%	15%
31	22%	20%	19%	20%	31	18%	16%	15%	16%
32	22%	20%	19%	20%	32	18%	16%	15%	16%
33	22%	20%	19%	20%	33	18%	16%	15%	16%
34	22%	21%	19%	20%	34	18%	17%	15%	16%
35	22%	21%	19%	20%	35	18%	17%	15%	16%
36	23%	21%	20%	20%	36	19%	17%	16%	16%
37	23%	21%	20%	21%	37	19%	17%	16%	17%
38	23%	21%	20%	21%	38	19%	17%	16%	17%
39	23%	21%	20%	21%	39	19%	17%	16%	17%
40	23%	21%	20%	21%	40	19%	17%	16%	17%
41	23%	22%	21%	21%	41	19%	18%	17%	17%
42	23%	22%	21%	22%	42	19%	18%	17%	18%
43	23%	22%	21%	22%	43	19%	18%	17%	18%
44	24%	22%	21%	22%	44	20%	18%	17%	18%
45	24%	22%	22%	22%	45	20%	18%	18%	18%
46	24%	23%	22%	23%	46	20%	19%	18%	19%
47	24%	23%	22%	23%	47	20%	19%	18%	19%
48	24%	23%	23%	23%	48	20%	19%	19%	19%
49	25%	24%	23%	23%	49	21%	20%	19%	19%
50	25%	24%	23%	24%	50	21%	20%	19%	20%
51	25%	24%	24%	24%	51	21%	20%	20%	20%
52	26%	25%	24%	24%	52	22%	21%	20%	20%
53	26%	25%	24%	25%	53	22%	21%	20%	21%
54	26%	25%	25%	25%	54	22%	21%	21%	21%
55	27%	26%	25%	26%	55	23%	22%	21%	22%
56	27%	26%	26%	26%	56	23%	22%	22%	22%
57	28%	27%	26%	27%	57	24%	23%	22%	23%
58	28%	27%	26%	27%	58	24%	23%	22%	23%
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60	29%	28%	28%	28%	60	25%	24%	24%	24%
61	30%	29%	28%	29%	61	26%	25%	24%	25%
62	30%	29%	29%	29%	62	26%	25%	25%	25%
63	30%	30%	29%	30%	63	26%	26%	25%	26%
64	30%	30%	30%	30%	64	26%	26%	26%	26%
65	26%	26%	25%	26%	65	22%	22%	21%	22%
66	27%	26%	26%	26%	66	23%	22%	22%	22%
67	27%	27%	26%	27%	67	23%	23%	22%	23%
68	28%	27%	27%	27%	68	24%	23%	23%	23%
69	28%	28%	27%	28%	69	24%	24%	23%	24%
70	29%	28%	28%	28%	70	25%	24%	24%	24%
71	30%	29%	29%	29%	71	26%	25%	25%	25%
72	30%	30%	29%	30%	72	26%	26%	25%	26%
73	30%	30%	30%	30%	73	26%	26%	26%	26%
74	30%	30%	30%	30%	74	26%	26%	26%	26%
75	30%	30%	30%	30%	75	26%	26%	26%	26%
76	30%	30%	30%	30%	76	26%	26%	26%	26%
77	30%	30%	30%	30%	77	26%	26%	26%	26%
78	30%	30%	30%	30%	78	26%	26%	26%	26%
79	30%	30%	30%	30%	79	26%	26%	26%	26%
80	30%	30%	30%	30%	80	26%	26%	26%	26%
81	30%	30%	30%	30%	81	26%	26%	26%	26%
82	30%	30%	30%	30%	82	26%	26%	26%	26%
83	30%	30%	30%	30%	83	26%	26%	26%	26%
84	30%	30%	30%	30%	84	26%	26%	26%	26%
85	30%	30%	30%	30%	85	26%	26%	26%	26%

**Agreed To By:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

**Pennsylvania Contract Addendum and Commission Schedules**

**Paid at Age 65 Premium Payment**

Individual Sales - Policy Year 1					Affiliation/Employer Sponsor Sales - Policy Year 1				
Issue Age	No Inflation	Simple Inflation	5% Compound Inflation	3% Compound No Maximum Inflation	Issue Age	No Inflation	Simple Inflation	5% Compound Inflation	3% Compound No Maximum Inflation
18-29	30%	30%	30%	30%	18-29	26%	26%	26%	26%
30	30%	30%	30%	30%	30	26%	26%	26%	26%
31	30%	30%	30%	30%	31	26%	26%	26%	26%
32	30%	30%	30%	30%	32	26%	26%	26%	26%
33	30%	30%	30%	30%	33	26%	26%	26%	26%
34	30%	30%	30%	30%	34	26%	26%	26%	26%
35	30%	30%	30%	30%	35	26%	26%	26%	26%
36	30%	30%	30%	30%	36	26%	26%	26%	26%
37	30%	30%	30%	30%	37	26%	26%	26%	26%
38	30%	30%	30%	30%	38	26%	26%	26%	26%
39	30%	30%	30%	30%	39	26%	26%	26%	26%
40	30%	30%	30%	30%	40	26%	26%	26%	26%
41	30%	30%	30%	30%	41	26%	26%	26%	26%
42	30%	30%	30%	30%	42	26%	26%	26%	26%
43	30%	30%	30%	30%	43	26%	26%	26%	26%
44	30%	30%	30%	30%	44	26%	26%	26%	26%
45	30%	30%	30%	30%	45	26%	26%	26%	26%
46	30%	30%	30%	30%	46	26%	26%	26%	26%
47	30%	30%	30%	30%	47	26%	26%	26%	26%
48	30%	30%	29%	30%	48	26%	26%	25%	26%
49	30%	30%	29%	30%	49	26%	26%	25%	26%
50	30%	30%	29%	29%	50	26%	26%	25%	25%
51	30%	29%	28%	29%	51	26%	25%	24%	25%
52	30%	28%	27%	28%	52	26%	24%	23%	24%
53	29%	28%	27%	27%	53	25%	24%	23%	23%
54	28%	27%	26%	26%	54	24%	23%	22%	22%
55	27%	26%	25%	26%	55	23%	22%	21%	22%

**Agreed To By:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print)





An Excellus Company

MedAmerica Insurance Company  
Home Office: Pittsburgh, PA

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

## MedAmerica State-By-State Appointment Requirements

All Appointments are considered effective the date the agent signs the licensing paperwork, unless the signature date exceeds state regulations for backdate.					
State	License	Other req?	Maximum Backdate	Individual Non Resident Fee	Agency Non Resident Fee
<b>Alabama*</b>	Health	-	15 days	\$30	N/A
Alaska	Health	-	Contract Date	N/A	N/A
Arizona	A&H	-	Contract Date	N/A	N/A
<b>Arkansas*</b>	A/H/S	-	15 days	N/A	N/A
California	Life/Disability	LTC CE	14 days	\$24	\$24
Colorado	A&H	Residents Only - LTC CE	Contract Date	N/A	N/A
Connecticut	A&H	Partnership Certification*	15 days	\$20	N/A
<b>Delaware*</b>	Health	Residents Only - LTC CE	15 days	\$25	N/A
District of Columbia	A&H	-	30 days	\$25	N/A
<b>Florida*</b>	Health	-	45 days	\$60+\$6/county	N/A
Georgia	A&S	-	15 days	\$21	N/A
Hawaii	A&H	-	15 days	N/A	N/A
Idaho	Disability	-	15 days	N/A	N/A
Illinois	A&H	LTC CE	Contract Date	N/A	N/A
Indiana	A&H	Residents Only - LTC CE Partnership Certification*	Contract Date	N/A	N/A
Iowa	A&H	-	30 days	\$15	N/A
Kansas	Health	-	30 days	\$5	N/A
<b>Kentucky*</b>	Health	-	15 days	\$50	\$120
Louisiana	Life/A & H	-	15 days	\$20	N/A
Maine	Health	-	15 days	\$70	N/A
Maryland	A&H	Residents Only - LTC CE	Contract Date	N/A	N/A
Massachusetts	A&H	Acknowledgement of Training Form	15 days	\$75	N/A
Michigan	A&H	-	15 days	\$10	N/A
Minnesota	L/A/H	-	15 days	\$10	N/A
<b>Mississippi*</b>	A&H	-	15 days	\$10	N/A
Missouri	A&H	-	Contract Date	N/A	N/A
Montana	Disability	-	15 days	N/A	N/A
Nebraska	S/A/H	-	15 days	\$12.50	N/A

**\* Background Verification Required Prior To Appointment. Please allow a minimum of four to five business days for processing.**

\*Certification Required for Partnership Product(s) Solicitation.  
MA/MANY-APPOINTMENT INFORMATION-rev 6/7/07



An Excellus Company

MedAmerica Insurance Company  
Home Office: Pittsburgh, PA

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

## MedAmerica State-By-State Appointment Requirements

All Appointments are considered effective the date the agent signs the licensing paperwork, unless the signature date exceeds state regulations for backdate.					
State	License	Other req?	Maximum Backdate	Individual Non Resident Fee	Agency Non Resident Fee
Nevada	Health	-	15 days	\$10	N/A
New Hampshire	Health	-	15 days	\$25	N/A
New Jersey	A&H	-	15 days	\$25	N/A
New Mexico	A&H	-	15 days	\$23	N/A
New York	A&H	Partnership Certification*	15 days	N/A	N/A
North Carolina	L/A&H plus Med Sup/LTC	-	30 days	\$30	N/A
<b>North Dakota*</b>	A&H	-	30 days	\$10	N/A
Ohio	A&H	-	30 days	\$20	N/A
Oklahoma	A&H	-	45 days	\$40	N/A
Oregon	Health	-	Contract Date	N/A	N/A
<b>Pennsylvania*</b>	A&H	-	30 days	\$15	\$15
Rhode Island	Health	-	Contract Date	N/A	N/A
<b>South Carolina*</b>	A&H	-	15 days	\$40	N/A
South Dakota	Health	-	15 days	\$20	N/A
Tennessee	A&H	-	15 days	\$15	N/A
Texas	A&H	-	30 days	\$10	\$10
Utah	A&H	-	30 days	N/A	N/A
Vermont	A&H	-	15 days	\$60	N/A
Virginia	Health	-	30 days	\$14	\$14
Washington	Life/Disability	LTC CE	30 days	\$20	\$20
West Virginia	A&H	-	15 days	N/A	N/A
Wisconsin	A&H	-	15 days	\$24	N/A
Wyoming	A&H	-	15 days	\$15	N/A

**\* Background Verification Required Prior To Appointment. Please allow a minimum of four to five business days for processing.**

\*Certification Required for Partnership Product(s) Solicitation.  
MA/MANY-APPOINTMENT INFORMATION-rev 6/7/07