



SECURITY MUTUAL LIFE
INSURANCE COMPANY OF NEW YORK
 SECURITY MUTUAL BUILDING • 100 COURT ST.
 P.O. BOX 1625 • BINGHAMTON, NY 13902-1625
 607-723-3551 • www.smlny.com

BGA BROKER CONTRACT

THIS CONTRACT is made and entered into at Binghamton, New York, by and between SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK (the "Company") and _____ (the "BGA Broker").

 (Type or Print Name)

The provisions hereinafter set forth on ages 1 through 6 hereof and any additional pages, schedules or agreements authorized by the Company for attachment hereto, are hereby made a part of this BGA Broker Contract (the "Contract").

This Contract shall supersede all previous contracts between the parties regarding the matters addressed herein.

This Contract is executed by the parties to be effective _____
 (To be filled in by the Home Office)

SECURITY MUTUAL LIFE INSURANCE
 COMPANY OF NEW YORK

 Date Signed By _____
 Vice President

 Date Signed _____
 BGA Broker (Print or Type Name)

By _____
 (Signature of BGA Broker or Authorized Officer)

Title: _____

I recommend this Broker.

 Brokerage General Agent (Print or Type Name)

By _____
 (Signature of Brokerage General Agent or Authorized Officer)

Title: _____

 Date Signed

SECTION I. GENERAL PROVISIONS

- A. **POLICY.** The term "policy" means any insurance, annuity or other policy or contract issued by the Company (collectively "policies").
- B. **RELATIONSHIP.** The relationship between the BGA Broker and the Company, in the performance of all acts, will be that of independent contractor, and nothing in this Contract shall be construed as creating the relationship of employer and employee between the Company and the BGA Broker, or any employee or agent of the BGA Broker. The BGA Broker shall be solely responsible for paying all federal, state, and local income and self-employment taxes attributable to the income received by the BGA Broker hereunder, as well as the timely and correct reporting, withholding, and paying of all taxes.
- C. **AUTHORITY.** The BGA Broker is authorized to solicit and procure applications for policies and to submit such applications through the Brokerage General Agent appointed for such purpose by the Company in accordance with the terms of this Contract and the rules of the Company.
- D. **LIMITATION OF AUTHORITY.** The BGA Broker has no authority except that which is expressly set forth herein and no authority may be implied from the authority expressly granted. The BGA Broker has no authority to collect or receive premiums or other monies in connection with any policy or application except by check made payable to the Company and except as set forth in Section I.E.7. The BGA Broker shall immediately transmit to the Company all such premiums or other monies which are collected or received by the BGA Broker. The BGA Broker shall account for all such premiums or other monies in accordance with the rules of the Company. Pending such transmission, all such premiums or other monies shall be held as trust funds and shall not be used as an offset against any commissions or monies due or claimed to be due from the Company and shall not be used for any other purpose.
- E. **ADDITIONAL LIMITATION OF AUTHORITY.** In particular, but not in limitation of the foregoing, the BGA Broker shall not, and has no authority to, and shall not authorize anyone to:
1. make, alter, vary, reinstate or discharge any policy; or
 2. waive any of the terms or conditions of any policy; or
 3. deliver any policy except in accordance with any conditions specified by the Company, and except upon payment of the first premium required for such policy, and except during the lifetime of the person or persons proposed for such policy and while such person or persons continue to be acceptable for such policy under the underwriting requirements of the Company; or
 4. solicit any application in any jurisdiction in which the BGA Broker is not then licensed to solicit such application, or in which the Company is not then licensed to transact such business; or
 5. contract or incur any debt, obligation or liability in the name of the Company, or for which the Company shall be responsible; or
 6. bring any lawsuit in the name of the Company or against the owner of any policy without the written approval of the President of the Company; or
 7. collect any premium or other monies due the Company except by check made payable to the Company (i) for the initial premium on policies that are sent to the BGA Broker for delivery, or (ii) for the deposit premium on group insurance policies, or (iii) in accordance with the Company's Temporary Insurance Receipt or Conditional Insurance Receipt duly executed relative to a policy application in accordance with the rules of the Company; or
 8. extend the time for payment of any policy premium, receive any overdue premium, extend any credit for the payment of any premium, waive any forfeiture or guarantee dividends; or
 9. make any misrepresentation or incomplete comparisons for the purpose of inducing the purchase, conversion, lapse, forfeiture, or surrender of any insurance; or

10. in any manner advertise or permit advertisement or produce, distribute or use sales material of any nature regarding the Company or any policies without prior written approval of the Company; or
 11. alter any form prescribed or provided by the Company, including but not limited to contract and application forms, specimen documents, proposal materials or any other form which the Company may make available in printed or electronic form; or
 12. outsource any responsibilities under this Contract without the prior approval of the Company; or
 13. represent that he, she or it is an agent of the Company for duties not covered by this Contract.
- F. INDEMNIFICATION. The BGA Broker agrees to indemnify and hold harmless the Company and its officers, directors, employees, Brokerage General Agents, and affiliates from and against any and all damages, losses, claims, actions, lawsuits, liabilities, costs or expenses, of any nature, arising from or related to any act or failure to act on the part of the BGA Broker, or any agent or employee of the BGA Broker. This provision shall survive the termination of this Contract.
- G. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist upon the prompt or strict performance by the BGA Broker of any of the terms or conditions of this Contract, either express or implied, shall be construed as a waiver by the Company of any rights hereunder.
- H. AMENDMENT. No oral agreement or representation concerning this Contract or the BGA Broker's relationship to the Company shall be binding on the Company. Except as provided in Section II.C, any amendment of this Contract shall be reduced to writing and signed by the President or a Vice President of the Company.
- I. RECORDS AND DOCUMENTS. AUDIT. Any proprietary information of the Company, including, but not limited to, all policy and application forms, rate books, manuals, books of account, or other records, forms, documents, software or supplies furnished by or required to be kept by the Company shall be used solely with respect to the BGA Broker's performance under the terms of this Contract, and shall be delivered by the BGA Broker to the Company at any time upon the Company's demand, and in any event, returned to the Company upon termination of this Contract. The BGA Broker shall keep thorough and correct records and keep books or accounts on all transactions related to this Contract. All records maintained by the BGA Broker concerning the Company's business shall be open to inspection and audit by the Company or its representatives at all times.
- J. COMPLIANCE. The BGA Broker shall abide by and comply with all licensing requirements and all of the laws, rules and regulations of any federal, state, city or other government department, agency or bureau having jurisdiction or supervision over insurance and the conduct of such business or any phases thereof.
- K. ADVERTISING. The BGA Broker will not make or permit any agent of or any person employed by the BGA Broker to make any misrepresentation, misleading statement or incomplete comparison concerning any policy, either orally or by any circular, advertisement, brochure, document or literature of any kind; nor will the BGA Broker permit or cause the Company's name, service mark, or logo to be used in any advertisement, letterhead, business card, circular, brochure, document or literature of any kind without the Company's prior written approval for each use.
- L. ERRORS AND OMISSIONS INSURANCE. The BGA Broker shall obtain, at the BGA Broker's expense, satisfactory errors and omissions insurance in such amounts as is appropriate for the BGA Broker's business, or as the Company may otherwise require, and shall provide appropriate evidence of such coverage to the Company upon the Company's request. The BGA Broker shall review such coverage at least annually and update such coverage as is necessary. At any time the BGA Broker's errors and omissions

policy is canceled, the BGA Broker is required to notify the Company as soon as possible and such cancellation may, at the Company's discretion, cause immediate termination of this Contract.

- M. **GUARANTEE.** In the event the BGA Broker is a corporation or partnership, each officer or partner thereof hereby jointly and severally guarantees to the Company the full and faithful performance and discharge of all the duties, responsibilities, conditions, obligations, liabilities, and indebtedness of the BGA Broker under this Contract and waives notice of any breach in the performance of this Contract on the part of the BGA Broker. This provision shall survive the termination of this Contract.
- N. **COMPLAINTS.** The BGA Broker shall promptly notify the Company in writing of any customer complaint or notice of regulatory investigation it receives which may involve the Company.
- O. **PRIOR CONTRACTS.** Execution of this Contract by the parties shall terminate the authority of the BGA Broker to act under any prior contract with the Company, and this Contract shall supersede any prior contract between the BGA Broker and the Company with respect to policies issued on applications procured on or after the effective date of this Contract.
- P. **CONFIDENTIALITY AND SECURITY.** The BGA Broker is prohibited from disclosing or using any information the Company provides to the BGA Broker, or that the BGA Broker obtains on the Company's behalf, including but in no way limited to any information concerning any applicant, insured, policyholder or beneficiary, other than in the ordinary course of business to carry out the purposes for which the Company disclosed the information to the BGA Broker or for which the BGA Broker obtained the information on the Company's behalf.

The BGA Broker is required to implement administrative, technical and physical safeguards for the protection of the security, confidentiality and integrity of customer records and information. These procedures must be reasonably designed to: 1) ensure the security and confidentiality of customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records or information; and 3) protect against unauthorized access to or use of such records or information.

This provision shall survive the termination of this Contract.

- Q. **CONSTRUCTION AND INTERPRETATION.** This Contract shall be construed, interpreted and enforced according to the laws of New York State. Any lawsuit or proceeding relating to this Contract or the enforcement thereof shall be brought in the County of Broome, State of New York.

SECTION II. COMPENSATION

- A. **PAYMENT.** Compensation shall consist of commissions and service fees which shall be payable by the Company to the BGA Broker pursuant to the terms and conditions of this Contract on premiums credited on the books of the Company for policies issued by the Company on applications procured by the BGA Broker on or after the effective date of this Contract, provided such policies are issued while this Contract is in force. Except as otherwise noted in the Schedule of Group Insurance Compensation, commissions are vested. Service fees are not vested; no service fees shall be payable after termination of this Contract.
- B. **REWRITTEN, REINSTATED OR REPLACED POLICIES. POLICY CHANGES.** The payment of any compensation shall be determined by the rules of the Company whenever: (i) a policy is rewritten for any purpose or if such policy is reinstated; or (ii) any new policy, in the judgement of the Company, replaces any existing policy issued by the Company; or (iii) any change is made in the terms or conditions of a policy, including, but not limited to, a change in the premium rate.

- C. **REVISION OF SCHEDULE.** The Company may at any time, upon thirty-one (31) days' written notice to the BGA Broker, revise in whole or in part the Schedule of BGA Broker Compensation. Any such revision of the Schedule shall apply only to policies issued after the date such revision is effective; provided, that any revision of the rate of service fees shall apply to any premiums credited on the books of the Company on or after the date such revision is effective.
- D. **RETURN OF PREMIUM - CHARGEBACK.** If the Company shall for any reason return any premium paid on any policy, the amount of any compensation paid to the BGA Broker on such premium shall be charged back to the BGA Broker or repaid to the Company on the Company's demand. The amount of any compensation paid on any policy shall also be charged back to the BGA Broker or repaid to the Company on demand in the event any costs, losses, liabilities, damages, claims or expenses are incurred or sustained by the Company related to the BGA Broker's conduct with respect to such policy or any complaint relative thereto. The Company may decline any application for any policy, or refund premiums, without liability to the BGA Broker. This provision shall survive the termination of this Contract.
- E. **INDEBTEDNESS - RIGHT OF OFFSET.** The Company may at any time hold and retain all compensation, or other monies otherwise payable to the BGA Broker, or the executors, administrators, successors or assigns of the BGA Broker, and apply such compensation or other monies against any indebtedness of the BGA Broker to the Company, including but not limited to, any costs, losses, liabilities, damages, claims, or expenses incurred or sustained by the Company related to the BGA Broker's conduct or any complaint relative thereto. Satisfaction of any such indebtedness due from the BGA Broker shall be a condition precedent to the payment by the Company of any compensation or other monies. The Company is hereby given a first lien on any and all compensation or other monies accruing under this Contract as security for any indebtedness of the BGA Broker to the Company. The BGA Broker authorizes the Company to file a financing statement or other documents to perfect a security interest in such compensation or other monies. In the event of litigation by the Company to collect any indebtedness or other obligation of the BGA Broker, the Company shall be entitled to its costs and reasonable attorneys' fees to enforce its rights hereunder. This provision shall survive the termination of this Contract.
- F. **ASSIGNMENT.** No assignment of any compensation or other rights under this Contract shall be effective without the written consent of the Company; provided, however, that unless such consent shall specifically so state, the Company's rights of chargebacks or offset shall not be thereby waived or released.

SECTION III. TERMINATION

- A. This Contract shall terminate in the event of any of the following:
1. Delivery of written notice of termination by either party to the other. The effective date of termination shall be at least thirty-one (31) days after the date such notice is delivered personally or is mailed by one party to the other. Neither in the notice of termination nor at any other time shall the party terminating the Contract be required to give any reason for termination, it being thus agreed by the parties that this Contract may be terminated at will by the other, with or without cause.
 2. The death of the BGA Broker as of the date of death, or if the BGA Broker is a corporation or partnership, the dissolution of the corporation or partnership as of the date of dissolution.

3. The Company may terminate this Contract immediately, without notice:
 - a. if the BGA Broker shall (i) withhold or convert for use by or for the benefit of the BGA Broker, or others, any monies, securities, policies, or receipts belonging to the Company or owner or beneficiary of any policy, (ii) commit any dishonest, fraudulent or unlawful act, or (iii) otherwise violate any of the terms and conditions of this Contract or the rules of the Company; or
 - b. if the Company, in its sole discretion, shall determine that its interests require immediate termination; or
 - c. if the BGA Broker's license is revoked or suspended by the insurance department of any jurisdiction.

If the Company terminates this Contract pursuant to Section III.A.3., the Company may cease payment of all compensation or other monies, any provision of this Contract to the contrary notwithstanding.

- B. In the event of the death of the BGA Broker, any compensation then due, or any compensation thereafter payable under this Contract, shall be payable to the BGA Broker's estate.
- C. If the BGA Broker shall, without the consent of the Company, induce the owner of a policy to lapse, replace, surrender or terminate any policy, or shall fail to comply with any applicable state replacement statutes or regulations, or make any misrepresentation or incomplete comparison for the purpose of inducing any policyholder to convert, lapse, forfeit or surrender any insurance, the Company may determine that this Contract is automatically terminated and that no further compensation shall be payable, any provision in this Contract to the contrary notwithstanding.
- D. The Company shall have no liability to the BGA Broker for any special, consequential, incidental or indirect damages, interest or attorneys' fees.
- E. Upon any termination of this Contract, the BGA Broker shall pay all sums due the Company and immediately return to the Company at the BGA Broker's expense all Company materials, including, but not limited to, rate books, software, forms, documents, and supplies. The BGA Broker will not keep copies or excerpts of Company materials, those materials being deemed the Company's sole and exclusive property.



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_____ (the "BGA Broker").

(Type or Print Name)

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This Contract shall supersede all previous contracts between the parties regarding the matters addressed herein.

This Contract is executed by the parties to be effective _____

(To be filled in by the Home Office)

SECURITY MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK

Date Signed

By _____
Vice President

Date Signed

BGA Broker (Print or Type Name)

By _____
(Signature of BGA Broker or Authorized Officer)

Title: _____

I recommend this Broker.

Brokerage General Agent (Print or Type Name)

By _____
(Signature of Brokerage General Agent or Authorized Officer)

Title: _____

Date Signed

SECTION I. GENERAL PROVISIONS

- A. **POLICY.** The term "policy" means any insurance, annuity or other policy or contract issued by the Company (collectively "policies").
- B. **RELATIONSHIP.** The relationship between the BGA Broker and the Company, in the performance of all acts, will be that of independent contractor, and nothing in this Contract shall be construed as creating the relationship of employer and employee between the Company and the BGA Broker, or any employee or agent of the BGA Broker. The BGA Broker shall be solely responsible for paying all federal, state, and local income and self-employment taxes attributable to the income received by the BGA Broker hereunder, as well as the timely and correct reporting, withholding, and paying of all taxes.
- C. **AUTHORITY.** The BGA Broker is authorized to solicit and procure applications for policies and to submit such applications through the Brokerage General Agent appointed for such purpose by the Company in accordance with the terms of this Contract and the rules of the Company.
- D. **LIMITATION OF AUTHORITY.** The BGA Broker has no authority except that which is expressly set forth herein and no authority may be implied from the authority expressly granted. The BGA Broker has no authority to collect or receive premiums or other monies in connection with any policy or application except by check made payable to the Company and except as set forth in Section I.E.7. The BGA Broker shall immediately transmit to the Company all such premiums or other monies which are collected or received by the BGA Broker. The BGA Broker shall account for all such premiums or other monies in accordance with the rules of the Company. Pending such transmission, all such premiums or other monies shall be held as trust funds and shall not be used as an offset against any commissions or monies due or claimed to be due from the Company and shall not be used for any other purpose.
- E. **ADDITIONAL LIMITATION OF AUTHORITY.** In particular, but not in limitation of the foregoing, the BGA Broker shall not, and has no authority to, and shall not authorize anyone to:
1. make, alter, vary, reinstate or discharge any policy; or
 2. waive any of the terms or conditions of any policy; or
 3. deliver any policy except in accordance with any conditions specified by the Company, and except upon payment of the first premium required for such policy, and except during the lifetime of the person or persons proposed for such policy and while such person or persons continue to be acceptable for such policy under the underwriting requirements of the Company; or
 4. solicit any application in any jurisdiction in which the BGA Broker is not then licensed to solicit such application, or in which the Company is not then licensed to transact such business; or
 5. contract or incur any debt, obligation or liability in the name of the Company, or for which the Company shall be responsible; or
 6. bring any lawsuit in the name of the Company or against the owner of any policy without the written approval of the President of the Company; or
 7. collect any premium or other monies due the Company except by check made payable to the Company (i) for the initial premium on policies that are sent to the BGA Broker for delivery, or (ii) for the deposit premium on group insurance policies, or (iii) in accordance with the Company's Temporary Insurance Receipt or Conditional Insurance Receipt duly executed relative to a policy application in accordance with the rules of the Company; or
 8. extend the time for payment of any policy premium, receive any overdue premium, extend any credit for the payment of any premium, waive any forfeiture or guarantee dividends; or
 9. make any misrepresentation or incomplete comparisons for the purpose of inducing the purchase, conversion, lapse, forfeiture, or surrender of any insurance; or

10. in any manner advertise or permit advertisement or produce, distribute or use sales material of any nature regarding the Company or any policies without prior written approval of the Company; or
 11. alter any form prescribed or provided by the Company, including but not limited to contract and application forms, specimen documents, proposal materials or any other form which the Company may make available in printed or electronic form; or
 12. outsource any responsibilities under this Contract without the prior approval of the Company; or
 13. represent that he, she or it is an agent of the Company for duties not covered by this Contract.
- F. INDEMNIFICATION. The BGA Broker agrees to indemnify and hold harmless the Company and its officers, directors, employees, Brokerage General Agents, and affiliates from and against any and all damages, losses, claims, actions, lawsuits, liabilities, costs or expenses, of any nature, arising from or related to any act or failure to act on the part of the BGA Broker, or any agent or employee of the BGA Broker. This provision shall survive the termination of this Contract.
- G. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist upon the prompt or strict performance by the BGA Broker of any of the terms or conditions of this Contract, either express or implied, shall be construed as a waiver by the Company of any rights hereunder.
- H. AMENDMENT. No oral agreement or representation concerning this Contract or the BGA Broker's relationship to the Company shall be binding on the Company. Except as provided in Section II.C, any amendment of this Contract shall be reduced to writing and signed by the President or a Vice President of the Company.
- I. RECORDS AND DOCUMENTS. AUDIT. Any proprietary information of the Company, including, but not limited to, all policy and application forms, rate books, manuals, books of account, or other records, forms, documents, software or supplies furnished by or required to be kept by the Company shall be used solely with respect to the BGA Broker's performance under the terms of this Contract, and shall be delivered by the BGA Broker to the Company at any time upon the Company's demand, and in any event, returned to the Company upon termination of this Contract. The BGA Broker shall keep thorough and correct records and keep books or accounts on all transactions related to this Contract. All records maintained by the BGA Broker concerning the Company's business shall be open to inspection and audit by the Company or its representatives at all times.
- J. COMPLIANCE. The BGA Broker shall abide by and comply with all licensing requirements and all of the laws, rules and regulations of any federal, state, city or other government department, agency or bureau having jurisdiction or supervision over insurance and the conduct of such business or any phases thereof.
- K. ADVERTISING. The BGA Broker will not make or permit any agent of or any person employed by the BGA Broker to make any misrepresentation, misleading statement or incomplete comparison concerning any policy, either orally or by any circular, advertisement, brochure, document or literature of any kind; nor will the BGA Broker permit or cause the Company's name, service mark, or logo to be used in any advertisement, letterhead, business card, circular, brochure, document or literature of any kind without the Company's prior written approval for each use.
- L. ERRORS AND OMISSIONS INSURANCE. The BGA Broker shall obtain, at the BGA Broker's expense, satisfactory errors and omissions insurance in such amounts as is appropriate for the BGA Broker's business, or as the Company may otherwise require, and shall provide appropriate evidence of such coverage to the Company upon the Company's request. The BGA Broker shall review such coverage at least annually and update such coverage as is necessary. At any time the BGA Broker's errors and omissions

policy is canceled, the BGA Broker is required to notify the Company as soon as possible and such cancellation may, at the Company's discretion, cause immediate termination of this Contract.

- M. **GUARANTEE.** In the event the BGA Broker is a corporation or partnership, each officer or partner thereof hereby jointly and severally guarantees to the Company the full and faithful performance and discharge of all the duties, responsibilities, conditions, obligations, liabilities, and indebtedness of the BGA Broker under this Contract and waives notice of any breach in the performance of this Contract on the part of the BGA Broker. This provision shall survive the termination of this Contract.
- N. **COMPLAINTS.** The BGA Broker shall promptly notify the Company in writing of any customer complaint or notice of regulatory investigation it receives which may involve the Company.
- O. **PRIOR CONTRACTS.** Execution of this Contract by the parties shall terminate the authority of the BGA Broker to act under any prior contract with the Company, and this Contract shall supersede any prior contract between the BGA Broker and the Company with respect to policies issued on applications procured on or after the effective date of this Contract.
- P. **CONFIDENTIALITY AND SECURITY.** The BGA Broker is prohibited from disclosing or using any information the Company provides to the BGA Broker, or that the BGA Broker obtains on the Company's behalf, including but in no way limited to any information concerning any applicant, insured, policyholder or beneficiary, other than in the ordinary course of business to carry out the purposes for which the Company disclosed the information to the BGA Broker or for which the BGA Broker obtained the information on the Company's behalf.

The BGA Broker is required to implement administrative, technical and physical safeguards for the protection of the security, confidentiality and integrity of customer records and information. These procedures must be reasonably designed to: 1) ensure the security and confidentiality of customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records or information; and 3) protect against unauthorized access to or use of such records or information.

This provision shall survive the termination of this Contract.

- Q. **CONSTRUCTION AND INTERPRETATION.** This Contract shall be construed, interpreted and enforced according to the laws of New York State. Any lawsuit or proceeding relating to this Contract or the enforcement thereof shall be brought in the County of Broome, State of New York.

SECTION II. COMPENSATION

- A. **PAYMENT.** Compensation shall consist of commissions and service fees which shall be payable by the Company to the BGA Broker pursuant to the terms and conditions of this Contract on premiums credited on the books of the Company for policies issued by the Company on applications procured by the BGA Broker on or after the effective date of this Contract, provided such policies are issued while this Contract is in force. Except as otherwise noted in the Schedule of Group Insurance Compensation, commissions are vested. Service fees are not vested; no service fees shall be payable after termination of this Contract.
- B. **REWRITTEN, REINSTATED OR REPLACED POLICIES. POLICY CHANGES.** The payment of any compensation shall be determined by the rules of the Company whenever: (i) a policy is rewritten for any purpose or if such policy is reinstated; or (ii) any new policy, in the judgement of the Company, replaces any existing policy issued by the Company; or (iii) any change is made in the terms or conditions of a policy, including, but not limited to, a change in the premium rate.

- C. **REVISION OF SCHEDULE.** The Company may at any time, upon thirty-one (31) days' written notice to the BGA Broker, revise in whole or in part the Schedule of BGA Broker Compensation. Any such revision of the Schedule shall apply only to policies issued after the date such revision is effective; provided, that any revision of the rate of service fees shall apply to any premiums credited on the books of the Company on or after the date such revision is effective.
- D. **RETURN OF PREMIUM - CHARGEBACK.** If the Company shall for any reason return any premium paid on any policy, the amount of any compensation paid to the BGA Broker on such premium shall be charged back to the BGA Broker or repaid to the Company on the Company's demand. The amount of any compensation paid on any policy shall also be charged back to the BGA Broker or repaid to the Company on demand in the event any costs, losses, liabilities, damages, claims or expenses are incurred or sustained by the Company related to the BGA Broker's conduct with respect to such policy or any complaint relative thereto. The Company may decline any application for any policy, or refund premiums, without liability to the BGA Broker. This provision shall survive the termination of this Contract.
- E. **INDEBTEDNESS - RIGHT OF OFFSET.** The Company may at any time hold and retain all compensation, or other monies otherwise payable to the BGA Broker, or the executors, administrators, successors or assigns of the BGA Broker, and apply such compensation or other monies against any indebtedness of the BGA Broker to the Company, including but not limited to, any costs, losses, liabilities, damages, claims, or expenses incurred or sustained by the Company related to the BGA Broker's conduct or any complaint relative thereto. Satisfaction of any such indebtedness due from the BGA Broker shall be a condition precedent to the payment by the Company of any compensation or other monies. The Company is hereby given a first lien on any and all compensation or other monies accruing under this Contract as security for any indebtedness of the BGA Broker to the Company. The BGA Broker authorizes the Company to file a financing statement or other documents to perfect a security interest in such compensation or other monies. In the event of litigation by the Company to collect any indebtedness or other obligation of the BGA Broker, the Company shall be entitled to its costs and reasonable attorneys' fees to enforce its rights hereunder. This provision shall survive the termination of this Contract.
- F. **ASSIGNMENT.** No assignment of any compensation or other rights under this Contract shall be effective without the written consent of the Company; provided, however, that unless such consent shall specifically so state, the Company's rights of chargebacks or offset shall not be thereby waived or released.

SECTION III. TERMINATION

- A. This Contract shall terminate in the event of any of the following:
1. Delivery of written notice of termination by either party to the other. The effective date of termination shall be at least thirty-one (31) days after the date such notice is delivered personally or is mailed by one party to the other. Neither in the notice of termination nor at any other time shall the party terminating the Contract be required to give any reason for termination, it being thus agreed by the parties that this Contract may be terminated at will by the other, with or without cause.
 2. The death of the BGA Broker as of the date of death, or if the BGA Broker is a corporation or partnership, the dissolution of the corporation or partnership as of the date of dissolution.

3. The Company may terminate this Contract immediately, without notice:
 - a. if the BGA Broker shall (i) withhold or convert for use by or for the benefit of the BGA Broker, or others, any monies, securities, policies, or receipts belonging to the Company or owner or beneficiary of any policy, (ii) commit any dishonest, fraudulent or unlawful act, or (iii) otherwise violate any of the terms and conditions of this Contract or the rules of the Company; or
 - b. if the Company, in its sole discretion, shall determine that its interests require immediate termination; or
 - c. if the BGA Broker's license is revoked or suspended by the insurance department of any jurisdiction.

If the Company terminates this Contract pursuant to Section III.A.3., the Company may cease payment of all compensation or other monies, any provision of this Contract to the contrary notwithstanding.

- B. In the event of the death of the BGA Broker, any compensation then due, or any compensation thereafter payable under this Contract, shall be payable to the BGA Broker's estate.
- C. If the BGA Broker shall, without the consent of the Company, induce the owner of a policy to lapse, replace, surrender or terminate any policy, or shall fail to comply with any applicable state replacement statutes or regulations, or make any misrepresentation or incomplete comparison for the purpose of inducing any policyholder to convert, lapse, forfeit or surrender any insurance, the Company may determine that this Contract is automatically terminated and that no further compensation shall be payable, any provision in this Contract to the contrary notwithstanding.
- D. The Company shall have no liability to the BGA Broker for any special, consequential, incidental or indirect damages, interest or attorneys' fees.
- E. Upon any termination of this Contract, the BGA Broker shall pay all sums due the Company and immediately return to the Company at the BGA Broker's expense all Company materials, including, but not limited to, rate books, software, forms, documents, and supplies. The BGA Broker will not keep copies or excerpts of Company materials, those materials being deemed the Company's sole and exclusive property.

Request for Taxpayer Identification Number and Certification

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

Print or type
 See specific instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign Here

Signature of U.S. person ▶	Date ▶
----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part I instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



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*U.S.GPO:2003-498-014



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LICENSE INFORMATION FORM
 (Submit with copy of current license)

TO BE COMPLETED BY APPLICANT (Please type or print)

Name* _____ <small>*Exactly as it appears on license</small>			
Corporate Name (if applicable) _____			
Business Address _____ <small>Number/Street Suite #</small>			
City _____	State _____	Zip _____	
Residence Address (individual only) _____ <small>Number/Street Apt. #</small>			
City _____	State _____	Zip _____	County _____
Driver's License # _____	Publicity? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Address to be used for mailing purposes? <input type="checkbox"/> Business <input type="checkbox"/> Residence			
Daytime Telephone () _____	Social Security #/Employer ID # _____		
Date of birth ____/____/____	Place of birth _____		
Sex <input type="checkbox"/> M <input type="checkbox"/> F Current Age _____	City _____	State (or Country) _____	
Fax Number () _____	E-mail Address _____		
1. Are you presently licensed to write insurance? <input type="checkbox"/> Yes (submit copy of current license) <input type="checkbox"/> No (Omit questions 3 and 4)			
2. For what lines have you taken the exam? <input type="checkbox"/> Life <input type="checkbox"/> A&H <input type="checkbox"/> Casualty <input type="checkbox"/> Variable <input type="checkbox"/> Other			
3. Do you hold a Broker's License Number? <input type="checkbox"/> Yes <input type="checkbox"/> No State: _____ Number: _____			
4. List all states in which you are currently licensed and indicate line (Please attach additional sheet as needed.)			
State: _____	Lines: <input type="checkbox"/> Life <input type="checkbox"/> A&H <input type="checkbox"/> Variable	License # _____	Exp. Date _____
State: _____	Lines: <input type="checkbox"/> Life <input type="checkbox"/> A&H <input type="checkbox"/> Variable	License # _____	Exp. Date _____
State: _____	Lines: <input type="checkbox"/> Life <input type="checkbox"/> A&H <input type="checkbox"/> Variable	License # _____	Exp. Date _____
State: _____	Lines: <input type="checkbox"/> Life <input type="checkbox"/> A&H <input type="checkbox"/> Variable	License # _____	Exp. Date _____
5. In what capacity are you presently engaged in the insurance business? (Check all that apply)			
<input type="checkbox"/> General Agent	<input type="checkbox"/> Career Agent	<input type="checkbox"/> Supervisor	<input type="checkbox"/> Property and Casualty ins. Agent
<input type="checkbox"/> Independent	<input type="checkbox"/> None	<input type="checkbox"/> Registered Representative NASD	<input type="checkbox"/> Manager
Broker/Dealer Name _____			
6. Name of principal Company or Agency: _____		Location (City) _____	
7. You must have in force life agent's errors and omissions insurance. You must provide proof of coverage.			
Insurer: _____			
8. Previous Residence Address (5 years):			
From _____ To _____	Street _____	City _____	State _____ Zip Code _____
From _____ To _____	Street _____	City _____	State _____ Zip Code _____
Previous Business Address: _____			
Street _____	City _____	State _____	Zip Code _____
Telephone: () _____			

9. BUSINESS EXPERIENCE: Start with most recent employment. Give full particulars for 10 years back, if possible, leaving no gaps in record. May be continued on a separate sheet.

MO/YR	Name and Address of Employer (Give Street, City, County and State)	Nature of Your Work	Reason for Leaving:	
From			Starting Ann. Inc.	Final Ann. Inc.
To		Name of your Immediate Supervisor:	Salary:	Salary:
			Comm.:	Comm.:
From			Starting Ann. Inc.	Final Ann. Inc.
To		Name of your Immediate Supervisor:	Salary:	Salary:
			Comm.:	Comm.:
From			Starting Ann. Inc.	Final Ann. Inc.
To		Name of your Immediate Supervisor:	Salary:	Salary:
			Comm.:	Comm.:

10. Each of the following questions must be answered. If answered yes, a full explanation must accompany this application:

	Yes	No
A. Are you now, or have you ever been:		
1. short or in arrears in your accounts in any position or office?		
2. suspended or dismissed, or asked to resign from any position?		
3. bankrupt, insolvent or compounded with creditors?		
4. arrested, summoned, or arraigned in a criminal court?		
B. Will you be engaged in any other business or employment besides this?		
C. Are there now or have there been any judgments or suits pending against you?		
D. Has there been any unfavorable incident in the past through which your honesty might be questioned?		
E. Has any Surety Company ever refused to issue or continue any bond on your behalf?		
F. Have you ever been convicted of any felony?		
G. Have you ever had a sentence imposed or suspended, or had pronouncement of a sentence suspended, or been pardoned for conviction, or pleaded guilty or nolo contendere, with respect to any felony, or misdemeanor involving dishonesty or breach of trust or embezzlement, theft, larceny, or mail fraud, or violation of any securities law or any insurance law?		
H. Have you been the subject of any disciplinary proceeding of any federal or state regulatory agency?		
11. Do you agree to immediately notify the company in the event that any change of circumstance causes any response to "10" above to be incorrect at that time?		
12. State number of years you were a full time life agent with nominal or no management duties: _____ years		
13. State number of years you have served as a General Agent and/or Manager: _____ years; in second line management: _____ years		
<input checked="" type="checkbox"/> Date	<input checked="" type="checkbox"/>	Agent Signature

To Be Completed by The General Agent:

<input type="checkbox"/> Life	<input type="checkbox"/> A&H	Application attached. \$ _____ examination fee enclosed. (for unqualified applicant)
What companies have been getting substantially all of his/her business:		
Life:		Health:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Date	General Agent Signature	



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NOTICE REGARDING POSSIBLE INVESTIGATIVE CONSUMER REPORT

For the purpose of evaluating your application for employment, or your capacity to enter into a contract to sell insurance as an independent contractor, a consumer or investigative consumer report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living, whichever may be applicable. A subsequent consumer report may be requested to update our files. You 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. You may also request a written summary of your rights under the Fair Credit Reporting Act. You will be informed, upon request, whether or not an investigative consumer report was requested, and if such report was requested, the name and address of the consumer reporting agency to whom the request was made. You may inspect and receive a copy of this report by contacting the consumer reporting company.

AUTHORIZATION

For purposes of determining my eligibility for employment, or capacity to enter into a contract to sell insurance as an independent contractor, I authorize Security Mutual Life Insurance Company of New York, or its duly contracted General Agents, to obtain a consumer or investigative consumer report.

Date	Witness	Signature of Applicant
------	---------	------------------------

Home Office – White Copy
 Applicant – Yellow Copy

**PLEASE ATTACH A
COPY OF YOUR E&O
COVERAGES**