

Group Producer \_\_\_\_\_ Effective date \_\_\_\_\_

This Group Producer Agreement ("Agreement") is between Union Security Life Insurance Company of New York, its related entities, affiliates and assigns (the "Company") and the undersigned Group Producer and will be effective as of the date shown above.

**1. DEFINITIONS**

**Group Contract** for purposes of this Agreement, is any insurance coverage underwritten and/or policy issued by the Company.

**Premium or Premiums** all payments made to the Company under a Group Contract, less the amount of any refunds of such payments.

**Policyholder** the entity to which the Group Contract is issued.

**Participant** an employer unit insured under a multiple employer group insurance trust or an association of individuals or an individual insured under a group insurance trust.

- 2. APPOINTMENT AND AUTHORITY** The Company appoints the Group Producer to solicit and forward to the Company applications for Group Contracts, deliver contracts issued on such applications, collect and send to the Company the deposit Premium for Group Contracts, service the Group Contracts and perform all other terms and conditions as set forth in this Agreement. The terms, conditions, obligations and duties in this Agreement shall be performed only in the states in which the Group Producer is properly licensed and the Company is qualified to do business.

The Group Producer may not accept risks, make, alter, discharge or reinstate any contract of insurance, waive any terms or provisions of any such contract, incur any debt or liability against the Company, bring any legal proceeding in the name of the Company, cash or endorse checks payable to Assurant Employee Benefits or bind or commit the Company except as stated in this Agreement or otherwise expressly agreed by the parties, and no such authority shall be implied.

- 3. DUTIES** The Group Producer agrees to 1) obtain and maintain the proper licenses, bonds, or insurance under applicable state laws and regulations; 2) conform to all current and future rules and practices of the Company regarding the conduct of its business; 3) hold in trust, account for and pay over to the Company daily all deposit Premiums received or collected on behalf of the Company; 4) in the event that the Group Producer serves as a correspondent, administrator or TPA, notify the Company and cooperate in its approval process; 5) cooperate with the Company in meeting any HIPAA and privacy obligations. Group Producer shall not create, issue or cause to be created or issued any written or printed matter or other advertising except as may be authorized by the Company.

The Group Producer shall maintain accurate records of all business obtained and monies received on behalf of the Company. Such records shall be open, with the right to make copies, for audit and/or examination by authorized representatives of the Company including, but not limited to, the Company's internal and external auditors, upon the Company's request and during normal business hours, including any time following termination of this Agreement.

- 4. COMMISSIONS** Except as otherwise provided, the Company will pay to the Group Producer commissions on Premiums received by the Company under each Group Contract issued under this Agreement. The commissions will be paid at the rates set forth in the Company's standard group commission schedules and any amendments and supplements to it (hereinafter called the Schedule) in effect on the effective date of the Group Contract. The Company may change, amend and/or supplement the Schedule at any time without prior notice. The Group Producer's commission shall be maintained in the Company's commission system. No commissions will be payable on any Premium waived by the Company as a death or disability benefit under the provisions of any of its Group Contracts except as the Company may determine.

The following provisions will also apply: 1) the Company may pay commissions on an estimated basis subject to periodic adjustment and, in the event of an adjustment of the Premium, the Company shall have the right to adjust the commission accordingly; 2) commissions will be paid by the Company at such times and according to such rules and practices as it may establish from time to time; 3) commissions on Premiums received shall be paid to the Group Producer only if, at the time the commissions become payable, the Group Contract is being serviced to the satisfaction of the Company and/or the Policyholder/Participant as determined by the Company; 4) commissions will be paid to any successor Group Producer of record on a Group Contract on the same basis as they would have been paid to the original Group Producer of record; 5) in the event of an error in commission payments, the Group Producer must notify the Company immediately and any adjustment, if necessary, will be made by Company in accordance with Company rules, practices and procedures.

Commissions, if any, on group policy conversions, changes of plan, reinstatements, and Premium adjustments will be paid in accordance with Company rules and practices in effect at the time of the occurrence of any such event.

Commissions and compensation paid in error or paid on monies refunded by the Company for any reason shall be refunded by the Group Producer to the Company on demand by Company, whether or not this Agreement has terminated. The Group Producer agrees to accept the decision of the Company in all such cases as binding and conclusive.

In New York, insurance products are underwritten by Union Security Life Insurance Company of New York, which is licensed in New York and has its principal place of business in Syracuse, New York.

**Union Security Life Insurance Company of New York**

Administered by: **Assurant Employee Benefits** 2323 Grand Boulevard Kansas City Missouri 64108

T 800-733-7879 F 816.881.8558

5. **INDEBTEDNESS** Compensation payable under this Agreement or any other agreements with the Company will be subject to offsets to repay any indebtedness or claims now due, or which may become due at any time from the Group Producer to the Company. The Company will have a first lien on all such compensation or claims as security for the payment of any and all debts or claims, and the Company will have the right without any requirement that it first obtain the Group Producer's consent or give the Group Producer notice to deduct any monies so due from such compensation together with interest.

This lien and assignment will not be extinguished by the termination of this Agreement and will be binding on the executors, administrators or assigns of the Group Producer. Upon termination of this Agreement, all monies and indebtedness due the Company will be payable immediately upon demand together with interest from the date of such termination. Section 5 shall survive the termination of this Agreement.

6. **TERM AND TERMINATION** This Agreement shall be effective as of the Effective date and shall continue until terminated in accordance with this Agreement. This Agreement shall terminate immediately without any other cause and without notice upon 1) the death of the Group Producer; 2) commission by the Group Producer of a criminal, fraudulent, or dishonest act; 3) failure of the Group Producer to obtain and maintain a license, bond, or insurance as required by law; 4) failure of the Group Producer to comply with this Agreement.

This Agreement may also be terminated by either the Group Producer or the Company with or without cause by giving written notice to the other in advance of the termination date.

No other commissions shall be paid to the Group Producer after the termination date except for the commissions payable on premiums received by the Company prior to termination.

7. **RELATIONSHIP** The Group Producer is an independent contractor and nothing in this Agreement shall be construed as establishing the relationship of employer and employee between the Company and the Group Producer or any other person employed by or under the supervision of the Group Producer. The Group Producer assumes responsibility for all taxes and/or financial obligations of an independent contractor and will not in any claim against the Company or in the determination of eligibility for statutory benefits, assert the status of an employee of the Company.

The Group Producer acknowledges that the responsibility for paying self-employment tax is that of the Group Producer and that the Company does not treat the Group Producer as an employee for federal, state and local tax purposes. Section 7 shall survive the termination of this Agreement.

A. Group Producer is engaged as an independent contractor associated with the person for whom services are performed pursuant to Article 21 of the Insurance Law and shall be treated as such for all purposes, including but not limited to federal and state taxation, withholding, unemployment insurance and workers' compensation;

B. Group Producer (i) shall be paid a commission, if any, without deduction for taxes (other than as set forth above in paragraph 7.A.), which commission shall be directly related to sales or other output; (ii) shall not receive any remuneration related to the number of hours worked; and (iii) shall not be treated as an employee with respect to such services for federal and state tax purposes (other than as set forth above in paragraph 7.A.).

C. Group Producer shall be permitted to work any hours he chooses and shall be permitted to work out of his own office or home or the office of the person for whom services are performed;

D. The person for whom the services are performed may provide office facilities, clerical support, and supplies for the use of the Group Producer, but the Group Producer shall otherwise bear his own expenses, including but not limited to automobile, travel and entertainment expenses;

E. The person for whom the services are performed and the Group Producer shall comply with the requirements of Article 21 of the Insurance Law and the regulations pertaining thereto, but such compliance shall not affect the Group Producer's status as an independent contractor nor should it be construed as an indication that the Group Producer is an employee of the person for whom the services are performed for any purpose whatsoever.

F. This Agreement may be terminated by either party hereto in accordance with paragraph 6.

8. **ASSIGNMENT** No assignment of this Agreement or of any compensation due the Group Producer will be valid unless authorized in advance in writing by an officer of the Company. Any such assignment will be subject to and subordinate to any and all indebtedness of the Group Producer to the Company. Section 8 shall survive the termination of this Agreement.

9. **AMENDMENT** No modification of this Agreement or the Schedule will bind the Company unless it is made in writing and executed by an officer of the Company.

10. **HOLD HARMLESS**

A. The Group Producer agrees to indemnify and hold the Company harmless from any liability, losses, expenses, costs, fees (including but not limited to attorneys' fees or expert witness fees) and damages arising under any Group Contract, this Agreement, or otherwise as a result of the negligent acts or omissions of the Group Producer.

B. The Company agrees to indemnify and hold the Group Producer harmless from any liability, losses, expenses, costs, fees (including, but not limited to attorneys' fees or expert witness fees) and damages arising under any Group Contract, this Agreement, or otherwise as a result of the negligence of the Company. Section 10 shall survive the termination of this Agreement.

11. **PRIOR AGREEMENTS** This Agreement supersedes any prior agreements between the parties as to Group Contracts issued on applications solicited on and after its Effective date. With respect to Union Security Life Insurance Company of New York, the terms and conditions of any prior agreements between Union Security Life Insurance Company of New York and Group Producer shall continue to apply to all Group Contracts issued on applications solicited while those agreements were in effect.
12. **BENEFICIARIES** The Group Producer may designate and change beneficiaries to receive commissions, fees, and other compensation payable to the Group Producer that have not been paid at the time of his death under this Agreement. Any beneficiary designation shall be effective upon receipt of a request satisfactory to the Company. If no beneficiary designation is in effect at the death of a Group Producer, commissions, fees, and other compensation payable to the Group Producer that have not been paid at the time of his death shall be paid to his executors or administrators. The rights of any beneficiary, whenever designated, shall be subject to the rights of any assignee of this Agreement, including the Company, and no such assignment shall require the consent of any beneficiary. In accordance with Section 6, no other commissions shall be payable to the Group Producer after his death. Section 12 shall survive the termination of this Agreement.
13. **PRIVACY** Company may, from time to time, disclose certain information that it considers confidential. This confidential information can include any customer or consumer personal or health information as may be defined by applicable privacy laws or regulations ("Confidential Information"). Group Producer agrees to use the Confidential Information only for the purposes for which it was disclosed and not to further disseminate or disclose this Confidential Information to other third parties, without written approval from Company or as otherwise required by law, unless such disclosure is necessary for Group Producer to meet its contractual obligations and that party is similarly bound by the same privacy standards in its handling of Confidential Information. Further, Group Producer agrees, where legally required, to comply with all applicable privacy laws, including, but not limited to, 1) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"), 2) the Gramm-Leach-Bliley Act ("GLB"), 3) any and all applicable state privacy laws, and 4) any relevant regulations promulgated in conjunction with applicable privacy laws. Group Producer agrees to cooperate with Company to ensure its privacy compliance and to establish and maintain procedures reasonably designed to assure the security of all Confidential Information. Section 13 shall survive the termination of this Agreement.
14. **HIPAA BUSINESS ASSOCIATE LANGUAGE** In the event the Group Producer is considered a business associate with access to Protected Health Information ("PHI") (defined below), pursuant to 45 CFR Part 160 and Part 164, Subparts A and E, the following shall apply:
  - a. Group Producer shall not use or disclose PHI other than permitted by this Agreement or as otherwise allowed pursuant to the HIPAA Privacy Rule or other applicable rule or statute.
  - b. Group Producer shall provide Company, within five (5) days of Company's request, access to PHI in Group Producer's, or its agents or subcontractors, possession or control in order to meet the requirements of the HIPAA Privacy Rule.
  - c. Group Producer shall make available to Company for amendment, within five (5) days of Company's request, PHI maintained by Group Producer or its agents or subcontractors. Additionally, as directed by Company, Group Producer shall incorporate any amendment or related statement into the information held by Group Producer or its agents or subcontractors. Should any individual directly request that Group Producer or its agents or subcontractors amend PHI, Group Producer shall notify Company within five (5) days of such request.
  - d. Group Producer shall make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Group Producer on behalf of Company, available to Company, or at the request of Company to the Secretary of the Department of Health and Human Services, for purposes of monitoring compliance with the HIPAA Privacy Rule.
  - e. Group Producer shall document and make available to Company, within five (5) days of Company's request, all information necessary for Company to respond to an individual's request for an accounting of the disclosures of his or her PHI as required under the HIPAA Privacy Rule. The necessary information should consist of, at a minimum, the following: 1) date of disclosure; 2) name and address of the entity or person in receipt of the PHI; 3) a brief description of the PHI; and 4) the brief description of the reason for the disclosure.
  - f. Group Producer shall use commercially reasonable and appropriate efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of the PHI.
  - g. Group Producer shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
  - h. Group Producer shall ensure that all of its agents and subcontractors to whom it discloses PHI agree to be bound by the same restrictions and obligations under this provision.
  - i. Group Producer shall report to Company any unauthorized use or disclosure of PHI of which it becomes aware and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use and/or disclosure of PHI.
  - j. Company shall provide Group Producer with its then current privacy practices and any amendments.

For purposes of the above, **Protected Health Information (“PHI”)** shall include any information, whether oral or recorded in any form or medium, that is created for or received from Company and that : 1) relates to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment of health care provided to an individual; and 2) identifies the individual or provides a reasonable basis to believe that it may be used to identify the individual. Section 14 shall survive the termination of this Agreement.

- 15. **GENERAL PROVISIONS** As the context requires herein, words in the singular include the plural, and words of the masculine gender include the feminine and the neuter. If the Group Producer is a partnership or corporation, all applications for Group Contracts shall be solicited only by officers, partners or employees of the Group Producer who are duly licensed and bonded.
- 16. **CERTIFICATION** The commissions described in this Agreement constitute the full consideration payable to the Group Producer by the Company under any Group Contract. I hereby certify that I have read this Group Producer Agreement and Contract Application and that all of my answers and statements are true and correct to the best of my knowledge and belief.

Group Producer _____ PLEASE PRINT OR TYPE NAME IN WHICH AGREEMENT IS TO BE HELD	_____ SIGNATURE	_____ DATE
Union Security Life Insurance Company of New York Official _____	_____ SIGNATURE	_____ TITLE
		_____ DATE

**RELEASE AUTHORIZATION**

In connection with the broker appointment process, Union Security Life Insurance Company of New York may seek to obtain information and reports on your background, including consumer reports and investigative reports through consumer reporting agencies. Union Security Life Insurance Company of New York is required by law to make certain disclosures and obtain any consumer report or investigative consumer report. Union Security Life Insurance Company of New York is required by law to make certain disclosures and obtain your prior authorization before we obtain any consumer report or investigative consumer report.

*Disclosure:* A consumer report, with your information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristic, or mode of living, may be obtained for employment and other legitimate business purposes from a consumer reporting agency.

This report may be an investigative consumer report, in which information about your character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with third parties. If an investigative consumer report is to be requested, you have a right, upon written request to Union Security Life Insurance Company of New York, to obtain a complete and accurate written disclosure of the nature and scope of the investigation which will be conducted.

*Authorization:* By signing below, you are authorizing Union Security Life Insurance Company of New York, and its affiliates, related entities and assigns to procure a consumer report and/or an investigative consumer report on you for broker appointment purposes. This authorization shall be valid while you are being considered for broker appointment, and for the period of your appointment.

Signature \_\_\_\_\_ Today's date \_\_\_\_\_

The following must be filled out completely for your application to be considered. *(Please print.)*

\_\_\_\_\_  
LAST NAME FIRST NAME MIDDLE INITIAL

\_\_\_\_\_  
HOME ADDRESS (CITY, COUNTY, STATE AND ZIP CODE)

\_\_\_\_\_  
SOCIAL SECURITY NUMBER MAIDEN NAME OR ALIAS

\_\_\_\_\_  
DRIVER'S LICENSE NUMBER STATE WHERE DRIVER'S LICENSE WAS ISSUED

# Group Producer Agreement and Contract Application



If Applying for Individual contract, complete this page.

1. Applicant's name (Please print.)			2. Social Security number		3. Date of birth / /	
4. Residence address			5. Business address			
City		State	Zip		City	
					State	
					Zip	
Home phone			Business phone			
6. Post office box (if applicable)		City		State		Zip
7. Send mail/supplies to address <input type="checkbox"/> No. 4 <input type="checkbox"/> No. 5 <input type="checkbox"/> No. 6		8. E-mail address			9. Fax	

10. Current license(s) held for state(s) of:

**NOTE: Photocopy of license(s) must be attached for each state listed.**

11. List all employers and mailing addresses for the past 5 years, starting with your most current employer and working back. Attach an additional sheet if necessary.

12. Education background. Include industry courses which have been completed.

13. Have you ever been <b>convicted</b> of or pleaded guilty or nolo contendere (no contest) in a domestic or foreign court to:		If "Yes," state the name of the court that had jurisdiction and the date of the conviction.  Describe briefly the nature of the crime charged.  Terms of sentence imposed.
A. A felony or misdemeanor involving investments or an investment related business, fraud, false statements or omissions, wrongful taking of property, bribery, forgery, counterfeiting, larceny or extortion? <input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Gambling <input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Embezzlement <input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Any other felony <input type="checkbox"/> Yes <input type="checkbox"/> No		

14. Have you or an organization over which you exercised management or policy control, ever been **charged** with any felony or charged with a misdemeanor specified in question 13 (a, b, c, d) in a domestic or foreign court?  Yes  No

A. If "Yes," state the name of the court(s) that had jurisdiction and the date(s) of the conviction(s).

B. Describe briefly the nature of the misdemeanor charged.

C. Terms of sentence(s) imposed.

15. Have you ever been a defendant in any proceedings brought by a state or federal administrative agency?  Yes  No

A. If "Yes," state the name of such agencies and the date of any such proceedings.

B. Resolution of any such proceedings including any administrative sanctions imposed.

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16. A. Are you engaged in any business other than, or in addition to selling insurance?  Yes  No
- B. Has an insurance company ever cancelled or terminated a contract with you for reasons other than lack of production?  
 Yes  No
- C. Have you ever had a complaint filed against you or been investigated by a state insurance department?  
 Yes  No
- D. Have you ever had an insurance license denied, revoked, suspended or had any disciplinary action taken against you by a state insurance department?  Yes  No
- E. Have you ever been refused a surety or fidelity bond?  Yes  No

If the answer to any of the above questions is "Yes," please provide complete details on an additional sheet of paper.

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17. Appointment sought for Union Security Life Insurance Company of New York?  Yes  No
- If no, please explain.

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I represent that the answers given in this application are true and correct to the best of my knowledge and belief. I hereby give permission to Union Security Life Insurance Company of New York, its related entities, agents, affiliates and/or assigns to contact any organization or individual who has knowledge of my past or present employment and financial status. A photocopy or facsimile of this authorization shall be valid as the original.

Applicant \_\_\_\_\_  
SIGNATURE TITLE DATE

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**FOR HOME OFFICE USE ONLY**

Code no. \_\_\_\_\_ Pend added \_\_\_\_\_ Pend removed \_\_\_\_\_ Data entry added by \_\_\_\_\_



