



## **Producer Appointment Checklist**

**\*\*IMPORTANT\*\* YOU MUST COMPLETE THE BOTTOM PORTION OF THIS CHECKLIST PRIOR TO SUBMISSION**

### **Individual Producers and Business Entities**

#### ***For completion:***

- Resident and Non-Resident Appointment Request Form
  - Appointment Application- If applying as a Business Entity please complete Business Entity portion, Business Entity Information, and Direct Deposit sections
  - Agreement (Long Term Care Products)
  - W-9 Form
  - Consent to do Business Electronically
- ❖ *If a principal of the entity will personally solicit business, please refer to the License ONLY Agents section below and complete the documents listed.*

#### ***Documents to be read and retained by agent for future reference:***

- Fair Credit Reporting Act Disclosure
- A Summary of Your Rights Under the Fair Credit Reporting Act
- 1994 Crime Act Notice
- Professional Conduct Principles & Policies

### **License ONLY Agents**

#### ***For completion:***

- Resident and Non-Resident Appointment Request Form
- Appointment Application
- License-Only Agreement
- Consent to do Business Electronically

#### ***Documents to be read and retained by agent for future reference:***

- Fair Credit Reporting Act Disclosure
- A Summary of Your Rights Under the Fair Credit Reporting Act
- 1994 Crime Act Notice
- Professional Conduct Principles & Policies

### **Agent Hierarchy & Commission- To Be Completed by Recruiter:**

Agent or Entity name: \_\_\_\_\_

Contract #: \_\_\_\_\_ 1<sup>st</sup> Year (Issue Ages <70): \_\_\_\_\_ Years 2-10: \_\_\_\_\_ Years 11+: \_\_\_\_\_

Agent Hierarchy Level (new agent is always #1 in hierarchy):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

**PLEASE SUBMIT CHECKLIST AND ALL OTHER PAPERWORK VIA FAX: ATTN LICENSING 1-866-630-7496 OR EMAIL: [LTCLICENSING@TRANSAMERICA.COM](mailto:LTCLICENSING@TRANSAMERICA.COM)**



**New Business Applications**

To help expedite new business applications submitted simultaneously with agent appointment paperwork, please include the following information and return with your appointment paperwork.

Agent Name \_\_\_\_\_

Client Name \_\_\_\_\_

Date new business application was signed \_\_\_\_\_

State in which the application was signed \_\_\_\_\_

State in which the client resides \_\_\_\_\_

**\*\*Special Instructions\*\***

---

---

---

---

---

---

---

---

**PRODUCER APPOINTMENT APPLICATION**



I am requesting an appointment and agreement with the below company(ies) (each individually referred to as "the Company").

<input type="checkbox"/> Transamerica Financial Life Insurance Company	<input type="checkbox"/> Transamerica Life Insurance Company
--	--

**PERSONAL DATA**

FIRST:	MIDDLE:	LAST:	SUFFIX:
SOCIAL SECURITY NUMBER:		DATE OF BIRTH:	GENDER:
PRIMARY TELEPHONE:	SECONDARY TELEPHONE:	FAX #:	
FINRA REGISTERED?	IF YES, BROKER-DEALER NAME:		
E-MAIL ADDRESS:			

**HOME ADDRESS** (Mandatory for background investigative report requirements.)

STREET:	APT#:
CITY:	STATE:
ZIP:	COUNTRY:

**BUSINESS ENTITY NAME IF APPLICABLE:**

**BUSINESS ADDRESS** (if different than Home Address):

STREET:	STE#:	P.O. BOX:
CITY:	STATE:	COUNTRY:
ZIP:		

**APPOINTMENT INFORMATION**

NON-RESIDENT APPOINTMENTS DESIRED:
FLORIDA COUNTIES DESIRED:

<b>BACKGROUND INFORMATION</b>	<b>Yes</b>	<b>No</b>
<p>A. Have you been convicted of, or pled guilty or nolo contendere ("no contest") to a felony or misdemeanor involving: insurance, investments or a related business, fraud, false statements or omissions, wrongful taking of property, or bribery, forgery, counterfeiting or extortion, or breach of trust?</p> <p>If "yes", provide explanation below and attach supporting court documentation.</p>		
<p>B. Have you ever been convicted of, or pled guilty or nolo contendere ("no contest") to any other felony or misdemeanor?</p> <p>If "yes", provide explanation below (including date, county, and state in which the felony or misdemeanor occurred) and attach supporting court documentation.</p>		
<p>C. Has any State Insurance Department or other State or Federal Regulatory Agency ever denied, suspended or revoked your license or registration?</p> <p>If "yes", provide explanation below and attach supporting documentation.</p>		
<p>D. Have you personally or a firm that you exercised management control over, or owned 10% or more of the securities of, failed in business, made a compromise with creditors, filed a bankruptcy petition or been declared bankrupt?</p> <p>If "yes", provide explanation below and attach supporting documentation, for example, a copy of original filing, discharge, and Schedule F.</p>		
<p>E. Do you have any outstanding or unsatisfied collections, judgments and/or liens, including tax liens, totaling \$50,000 or more?</p> <p>If "yes", provide explanation below and attach supporting documentation, for example, a copy of IRS repayment schedule, etc.</p>		
<p>F. Has any State Insurance Department, any other State or Federal Regulatory Agency, or the SEC, FINRA or any other Self Regulatory Organization ever entered an order against you relative to a violation of insurance or investment-related regulations or statutes?</p> <p>If "yes", provide explanation below and attach supporting documentation.</p>		
<p>G. Do you currently have an outstanding debit balance with any other insurance carrier(s), insurance agency, or broker-dealer?</p> <p>If "yes", provide explanation below.</p>		

**BUSINESS ENTITY INFORMATION**

If applicant is a corporation, partnership, or LLC and fixed product commissions or compensation are to be disbursed to the entity, please complete the following:

LEGAL NAME OF ENTITY:

TIN FOR ENTITY:

**ERRORS AND OMISSIONS**

Are you covered by an Errors and Omissions policy? If so, attach E & O certification.

**DIRECT DEPOSIT**

NAME OF BANK:

DEPOSITORY NAME:

ROUTING NUMBER:

ACCOUNT NUMBER:

BANK PHONE NUMBER:

ACCOUNT TYPE (Checking or Savings):

Please indicate which commission payment frequency option you prefer by checking one of the following boxes:

Monthly Deposit

Weekly Deposit

Bi-Weekly Deposit (*i.e.*, every two weeks)

*\*Please attach copy of void check for checking account or deposit slip for savings account to verify transit routing number and account number information.*

**RECRUITER INFORMATION (If known)**

FIRST NAME:

LAST NAME:

EMAIL ADDRESS:

**ADDITIONAL INFORMATION**

Empty box for additional information.

### CERTIFICATION

- I certify that the information contained in this application is true and complete to the best of my knowledge and belief.
- I have received the "Fair Credit Reporting Act Disclosure and Authorization of Consumer Report/Investigative Consumer Report" and "A Summary of Your Rights Under the Fair Credit Reporting Act".
- If I have been notified by the IRS that I have previously given an incorrect taxpayer identification number, my signature below constitutes my certification under penalties of perjury to the following: (1) the taxpayer identification number on this form is my correct taxpayer identification number; and (2) I am not subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien). I acknowledge that the IRS does not require my consent to any provision of this form other than the certification required to avoid backup withholding.
- I acknowledge receipt of the 1994 Crime Act Notice, and I certify that I am not in violation of the provisions of the 1994 Crime Act described in that notice.
- I have received and will comply with the Company's Code of Professional Conduct for producers and employees.
- I agree to update any changes to the responses provided in this application to Questions (A) through (G) under the Background Information section within 5 days of such change.

### ACKNOWLEDGEMENT

If I am appointed with more than one Company, I acknowledge and agree that the Producer Agreement or other agreement evidencing such appointment is to be construed as constituting separate and distinct agreements between me and each Company with which I am appointed. The rights, obligations, and responsibilities between me and one Company are separate and distinct from the rights, obligations, and responsibilities between me and any other Company with whom I may be appointed. No Company will have responsibility or liability for the acts or omissions of any other Company with whom I may be appointed.

### AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize any employer, insurance company, managing agent, educational institution, financial institution, consumer reporting agency, criminal justice agency, insurance department or individual having any information relating to my activities to release such information to the Company, or any affiliated company, or any consumer reporting agency acting for and on behalf of the Company or for and on behalf of any other affiliated company. This information may include, but is not limited to, employment and job performance history, academic records, credit records, disciplinary, arrest and conviction records, and personal history, including information as to character, general reputation and mode of living.

Signature – (Full Name)

(Printed Name)

(Date)

This Page Left Intentionally Blank

## AGENT'S AGREEMENT

THIS AGENT'S AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, between the Transamerica Long Term Care Business Unit of TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation ("TLIC" or "we"), and the undersigned ("Agent" or "you").

WHEREAS, the undersigned managing agent has recommended that we appoint you as our agent to solicit applications for long term care insurance policies and certificates issued by us or by our affiliates (each a "Policy") and, based on such recommendation, we are willing so to appoint you in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, we and you agree as follows:

**Section 1. Appointment** – We hereby appoint you on a non-exclusive basis as our agent to solicit, individually and through your sub-agents, applications for Policies in accordance with this Agreement. Such appointment is non-exclusive in all respects; without limiting the generality of the foregoing, you have no exclusive rights to territory, market or products. The term "sub-agent" means any properly licensed and TLIC-appointed agent that you have sponsored or recruited to solicit applications for Policies. References in this Agreement to "you" shall include your sub-agents except where the context otherwise clearly requires.

**Section 2. Relationship** – You will be our independent contractor, and nothing in this Agreement shall (i) cause you or your sub-agents or employees to be deemed our employees for any purpose or (ii) create a partnership or joint venture relationship between you and us.

**Section 3. TLIC Rules** – We may provide you with our written rules, policies and procedures that will apply to your activities under this Agreement, particularly with respect to professional ethical conduct, underwriting guidelines, acceptance of risks, and the sale, submission and delivery of Policies, including our privacy and security rules and our policies and procedures known as the "Transamerica Long Term Care Rules" (all of the above, the "TLIC Rules"). Although the TLIC Rules are not intended to restrict your freedom of action, you must use best efforts to comply with them and also must act in a manner that will not harm the business, goodwill or reputation of TLIC or its affiliates.

**Section 4. Your Authority and General Responsibilities** –

(a) You shall solicit applications for Policies as we may require, and shall forward properly completed applications to us promptly for consideration.

(b) You may recommend Persons (as defined below) that you would like for us to appoint as your sub-agents provided that you have reasonable confidence in the honesty and integrity of such Persons. If we approve these sub-agents, you must train, manage and supervise them, ensure that they are properly licensed and otherwise oversee their compliance with all applicable laws, rules, regulations, orders and directives of governmental authorities (collectively, "Laws"), and otherwise provide appropriate support to enable them to market and sell Policies effectively. You also must use best efforts to ensure the fidelity of your sub-agents. We have no obligation to contract with and/or appoint any sub-agent, and we have the right at any time to terminate the appointment of any sub-agent. If you request in writing, we will either terminate a sub-agent's appointment to represent us or remove such sub-agent from your hierarchy of sub-agents. "Person" includes any natural person, corporation, limited liability company, general partnership, limited partnership, unincorporated association, trust, governmental authority, or any other form of entity.

(c) You shall receive in trust on our behalf the initial premium and any related policy fees at the time of application and/or additional first year premium when a Policy is delivered and promptly submit the entire amount to us.

(d) You shall deliver each Policy to the insured promptly (but in any event within fifteen (15) days) after you receive it. Your placement of a Policy, accurately addressed and with sufficient postage, in USPS first class mail shall constitute delivery unless we require the return of a written delivery receipt, in which case your return of such receipt also shall be necessary to constitute delivery.

(e) As appropriate, and in any event upon our request, you shall deliver to your sub-agents all TLIC Materials (as defined in Section 12(b) below).

(f) You shall effectively communicate the TLIC Rules to your sub-agents and employees.

(g) You shall be responsible for (i) prompt delivery (but in any event within fifteen (15) days after receipt) of Policies and premium refunds sent to you or your sub-agents, and (ii) the compliance of your sub-agents with the TLIC Rules and with our specific instructions. You shall enforce such compliance through appropriate measures, including cooperating with us in any actions that we may undertake to enforce such compliance.

(h) You shall comply with all Laws (including all State producer disclosure compensation Laws).

(i) You shall determine your sub-agents' compensation, but it must comply with all Laws and not impair your ability to market the Policies effectively.

(j) You and your sub-agents shall maintain at all times (at your and their expense except where prohibited by law) all State and territorial licenses necessary to fulfill your obligations under this Agreement (and, in the case of sub-agents, to fulfill their obligations under their Agent's Agreements). Notwithstanding anything in this Agreement to the contrary, we will not accept Policy applications from, or pay any form of commissions (including overrides) on any business produced by, unlicensed agents or sub-agents.

(k) In the solicitation of applications for Policies, you (i) shall use, and shall provide to your sub-agents, only TLIC Materials and any Agent Materials (as defined in Section 12(c) below) that we have approved in writing in advance (collectively, "Approved Materials"), (ii) shall stop using, and shall direct your sub-agents to stop using, Approved Materials immediately upon receiving written notice from us to do so, and (iii) shall revise Approved Materials as we may direct in writing as promptly as possible.

(l) You shall ensure that your sub-agents are adequately trained to comply with this Section 4.

#### **Section 5. Limitations on Your Authority –**

(a) You have only the authority that this Agreement specifically grants to you. Without limiting the generality of the foregoing, we specifically deny you and your sub-agents any authority to, or purportedly to commit us to, (i) waive or modify any term of any Policy; (ii) approve evidence of insurability or bind or commit us on any risk; (iii) receive any premiums except initial premiums and/or additional first year premiums when a Policy is delivered; (iv) extend the time for any premium payment; (v) reinstate any Policy; (vi) adjust or settle any claim with respect to any Policy; (vii) except where specifically permitted by law, solicit any application for insurance in any jurisdiction in which you or your sub-agents are not duly licensed, appointed and contracted; (viii) make any representation with respect to any Policy that is inconsistent with such Policy; (ix) compare a proposed Policy with any existing coverage

(whether or not issued by us or by any of our affiliates) in a misleading or incomplete manner; (x) represent us or any of our affiliates in any legal proceeding; (xi) roll, churn, or twist business placed with us or with any affiliate of ours, including inducing or attempting to induce any insured of ours or of any affiliate of ours to cause the lapse, forfeiture, surrender, termination or replacement of such insured's existing Policy unless clearly in the insured's best interests, or otherwise damage the relationship between us and our insureds or between any of our affiliates and its insureds; (xii) provide or offer to provide any inducement to an applicant or insured not specified in the applicable Policy; (xiii) cash, endorse, or negotiate any check, money order, or draft made payable to us or to our affiliates, or wrongfully withhold any funds owed or belonging to us or to any of our affiliates; or (xiv) receive cash in payment of any premium or otherwise.

(b) You shall enforce the compliance of your sub-agents with the standards set forth in Section 5(a) above through appropriate measures, including cooperating with us in any actions that we may undertake to enforce such compliance.

(c) You shall not misrepresent the nature of your relationship with us.

**Section 6. Reservation of Rights** – We specifically reserve the right, without limitation and without liability or notice to you or to your sub-agents, to (i) stop doing business; (ii) change or discontinue any marketing concept or underwriting program; (iii) amend, discontinue, or stop selling any Policy; (iv) change any Policy premium rate; (v) determine Policy limitations; (vi) change the conditions or terms under which any Policy is offered; (vii) amend the TLIC Rules; (viii) reject any application for a Policy, or refund any premium and/or fee, without specifying the reason; (ix) cancel or rescind any Policy for fraud or misrepresentation; (x) reduce or otherwise adjust commissions on conversions, exchanges, replacements or other similar requests as required by any regulatory authority or by the TLIC Rules; (xi) modify the Schedule of Compensation Rates under this Agreement (the “Schedule”) from time to time by publishing, either in writing or electronically, a revised Schedule, which shall govern new applications for Policies executed on or after the date specified in the revised Schedule; and/or (xii) determine the method, frequency and minimum threshold amount for commissions payments and statements.

**Section 7. Agent Compensation** –

(a) Your total compensation under this Agreement (“Agent Compensation”) shall be in accordance with the Schedule on those premiums paid to us that we accept on Policies that you or your sub-agents have solicited and that we have issued and placed in force, but shall be reduced by the total amount of compensation attributable to your sub-agents that have Agent's Agreements directly with us, whether or not we actually pay such sub-agent compensation.

(b) We will make available to you periodic statements of your Agent Compensation balance (each a “Statement”), and will forward to you the amount of any credit balance set forth in a Statement in accordance with our normal commission processing schedule and our required commission payment methods. If you wish to object to any part of a Statement, you must make such objection in writing within sixty (60) days after the date of such Statement. Thereafter, any review of a Statement shall be at your sole expense.

(c) Unless you and we otherwise agree in writing, Agent Compensation shall accrue at the time premiums are paid to us on issued Policies. All amounts under this Section 7(c) shall accrue without interest until paid.

(d) If we adjust, return or refund any premium or if an applicant's premium payment is dishonored, then, in our sole discretion, we may require you or your sub-agent to reimburse us

in cash for any related Agent Compensation that we have paid or credited or we may offset such amount against future Agent Compensation.

(e) You shall not be entitled to any Agent Compensation on any refunded premium, when waiver of premium is in effect, or on the portion of a premium resulting from a rate increase.

(f) Subject to the other restrictions in this Agreement on your right to receive Agent Compensation, following a termination of this Agreement other than for Cause, you shall be vested as to first year and renewal Agent Compensation in accordance with the Schedule until such time, beginning with the calendar year in which the third anniversary of the effective date of this Agreement falls, as your total accrued vested Agent Compensation in any calendar year totals less than Five Hundred Dollars (\$500.00), after which time all Agent Compensation shall revert to us. Vesting shall not affect our right to service the Policies on which such Agent Compensation is payable.

(g) If we stop paying commissions to your sub-agents who have Agent's Agreements directly with us pursuant to the terms of such agreements, you shall have no right to the commissions (whether or not vested) of such sub-agents even if you are entitled to override commissions on their business, and such commissions shall revert to us.

(h) If any of your sub-agents who do not have Agent's Agreements directly with us (each an "LOA Sub-Agent") (i) defrauds or attempts to defraud us or one of our affiliates or any applicant or insured of ours or of one of our affiliates, or (ii) demonstrates a pattern of activity intended (A) to induce an insured of ours or of one of our affiliates to cause the lapse, forfeiture, surrender, termination or replacement of an existing Policy, unless clearly in the insured's best interests, or (B) otherwise to damage the relationship between us and our insureds or between any of our affiliates and its insureds, then, in any such event, you shall take swift and appropriate action against such LOA Sub-Agent (including terminating your contract with such LOA Sub-Agent) promptly upon the discovery of such actions, and the commissions (whether or not vested) attributable to such LOA Sub-Agent shall revert to us.

(i) Payment of commissions shall be subject to the terms and conditions of this Agreement and to our rules and regulations in effect from time to time. We may change such rules and regulations at any time without notice and without your consent.

#### **Section 8. Termination –**

(a) Either you or we may terminate this Agreement for any reason or for no reason upon at least thirty (30) days' prior written notice.

(b) We may terminate this Agreement for Cause immediately upon written notice. "Cause" means (i) that you have breached this Agreement and, if such breach is curable, you have not cured such breach within ten (10) business days after we have delivered to you written notice of the breach, or (ii) that you have defrauded, or have attempted to defraud, us or one of our affiliates or any applicant or insured of ours or of one of our affiliates, or (iii) that you have used Agent Materials without our specific prior written consent.

(c) This Agreement shall automatically terminate (i) if you are a natural person, upon your death, or (ii) if you are an entity, if you dissolve under State law or if at any time you are not qualified to transact business in any State in which you are required to be qualified. If you are a natural person, upon your death we shall pay your Agent Compensation to your estate.

(d) Notwithstanding anything in this Agreement to the contrary, if we terminate this Agreement for Cause, then you will forfeit to us all rights to Agent Compensation (whether or not vested) as of the date of the action or event constituting Cause.

(e) Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated other than for Cause but we later determine, in our reasonable discretion, that Cause existed at the time of termination, then you will forfeit to us all rights to Agent Compensation (whether or not vested) as of the date of the action or event constituting Cause.

(f) Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated other than for Cause and thereafter you or any of your LOA Sub-Agents (i) defrauds or attempts to defraud us or one of our affiliates or any applicant or insured of ours or of one of our affiliates, or (ii) demonstrates a pattern of activity intended (A) to induce an insured of ours or of one of our affiliates to cause the lapse, forfeiture, surrender, termination or replacement of an existing Policy, unless clearly in the insured's best interests, or (B) otherwise to damage the relationship between us and our insureds or between any of our affiliates and its insureds, then, in any such event described in clauses (i) or (ii) of this Section 8(f), you shall forfeit to us all rights to Agent Compensation (whether or not vested) effective as of the date of such event; provided, however, that, if such event is solely attributable to the actions of an LOA Sub-Agent of yours, and if you have taken swift and appropriate action against such LOA Sub-Agent (including terminating your contract with such LOA Sub-Agent), then you shall forfeit to us only those commissions (whether or not vested) attributable to such LOA Sub-Agent.

(g) Your forfeiture of Agent Compensation is not an exclusive remedy and shall not limit our right to pursue any other remedies that may be available to us.

**Section 9. Indebtedness –**

(a) You must pay us in cash on demand all amounts that (i) you or your sub-agents collect on our behalf; (ii) are due to us because we paid Agent Compensation on premiums that thereafter we adjusted, returned or refunded or the payment of which was dishonored; (iii) are paid to you or to your sub-agents that are not due to you or them; (iv) constitute any form of debit balances of you or of your sub-agents (including amounts paid to regulatory authorities with respect to appointments, licenses or terminations and amounts, if any, paid as advances on Agent Compensation) due to us or to any of our affiliates; or (v) otherwise constitute indebtedness of you or of your sub-agents to us or to any of our affiliates (all of the above, together with our costs of collection and the costs of collection of any of our affiliates, "Agent Indebtedness").

(b) Upon our request, you agree to execute and deliver to us, without additional consideration, one or more promissory notes to evidence the Agent Indebtedness.

(c) No description or characterization in this Agreement of funds as "indebtedness" is intended, or shall be construed, to impair any claim that we may have that you or any of your sub-agents hold any funds as a fiduciary in trust, or that such funds are subject to a constructive trust, for our exclusive use and benefit.

(d) If you have paid any debit balance of a sub-agent of yours that we have terminated, you shall be entitled to the renewal commissions that such sub-agent otherwise would have been entitled to receive until such time as you have recouped the amount of your payment.

**Section 10. Grants of Right of Offset and Security Interest –**

(a) Without limiting any other rights that we may have, until all amounts that you may owe us pursuant to this Agreement (including (I) Agent Compensation that has been paid to you but to which you are not entitled pursuant to Section 8(e), (II) Agent Indebtedness, and (III) amounts that you may owe us pursuant to Section 19) have been paid in full, such amounts (i) shall be subject to a right of recoupment or offset by us against all due and to-become-due Agent

Compensation and against all commissions and other compensation due and to become due to you from any of our affiliates (our “Recoupment/Offset Rights”), (ii) shall be secured by a first priority security interest on all due and to-become-due Agent Compensation (and all proceeds thereof) and against all commissions and other compensation due and to become due to you from any of our affiliates (and on all proceeds thereof) (collectively, “Collateral”), which first priority security interest you hereby grant to us, and (iii) shall accrue interest from the due date at a monthly rate equal to the lesser of one percent (1%) or the highest lawful rate.

(b) You authorize us to file financing statements to evidence and perfect our security interest in the Collateral. You agree to execute and deliver to us, without additional consideration, such agreements and documents as we may request to evidence or perfect our security interest in the Collateral.

(c) You represent and warrant to us that you have not granted to any Person other than us or permitted to exist any security interest in or other lien on, or conveyed any interest in, any Collateral to any Person other than us who has not acknowledged, in a writing upon which we and our affiliates are expressly authorized to rely, that our offset and lien rights under this Agreement are prior and superior to any rights of such Person.

(d) You shall not grant a security interest, or otherwise convey any interest, in any Collateral to any Person other than us unless and until such Person has acknowledged, in a writing upon which we and our affiliates are expressly authorized to rely, that our first priority security interest and Recoupment/Offset Rights under this Agreement are prior and superior to any rights of such Person.

(e) You specifically acknowledge and agree (i) that our Recoupment/Offset Rights are, and at all times shall be, superior in right and priority to any security interest that you have granted, or that you may grant, in Agent Compensation regardless of when any such security interest is or was granted, and (ii) that, but for your acknowledgment and agreement in clause (i) of this subsection (e), we would be unwilling to enter into this Agreement.

(f) We may at any time and from time to time, with or without notice or judicial action, exercise our Recoupment/Offset Rights against your Agent Compensation, but no such action shall relieve you of your obligation to pay all Agent Indebtedness. Our Recoupment/Offset Rights shall not be extinguished by the termination of this Agreement or any other agreement. We shall be under no obligation to pay, and you shall have no right to be paid any, Agent Compensation at any time during which you have any Agent Indebtedness.

**Section 11. Liability Insurance** – You shall maintain at all times professional liability insurance and errors and omissions insurance that we reasonably deem acceptable. You shall provide us with satisfactory written evidence of such professional liability insurance and such errors and omissions insurance upon our request.

**Section 12. Ownership and Use of Materials** –

(a) “Advertising materials” includes any of the following that are designed to promote the Policies or TLIC, or that you or your sub-agents use in connection with the solicitation of applications for Policies: (i) printed and published material, audiovisual material, or descriptive literature used in direct mail, electronic mail, newspapers, newsletters, magazines, circulars, business or trade publications, radio and television scripts, billboards and similar communications or on the internet; (ii) descriptive literature, presentations, materials and sales aids of any kind (including circulars, leaflets, booklets, illustrations, computer proposals and form letters, lead generating devices and agent training and recruiting pieces); (iii) any material (including letterhead or business cards) containing the name, initials, symbols or logo of TLIC,

our parent company or any of its or our affiliates; and (iv) advertising material that is subject to State regulation or that falls within the National Association of Insurance Commissioners Advertising Guidelines.

(b) All materials (including advertising materials) that we develop and provide to you (“TLIC Materials”) are our sole and exclusive property. You and your sub-agents may use TLIC Materials only to solicit applications for Policies in accordance with this Agreement. You and your sub-agents shall deliver all TLIC Materials to us promptly upon demand, and in any event upon the termination of this Agreement.

(c) You shall not use any materials (including advertising materials) that are not TLIC Materials in connection with the solicitation of applications for Policies (“Agent Materials”) without our specific prior written consent.

**Section 13. Privacy and Confidentiality Generally –**

(a) Except to the extent directly required to perform your services under this Agreement, you shall hold in strictest confidence and not disclose to any Person or use, at any time, whether during or after the termination of this Agreement, any information that we disclose or make available to you that is confidential or proprietary (“Information”). Without limiting your obligations under the previous sentence, you shall apply at least the same standard of care to protect the confidentiality of the Information as you use to protect your own confidential information. Upon termination of this Agreement, you shall return or securely destroy all Information without retaining any copies and shall provide us with your written and signed certification to that effect. All Information is our sole and exclusive property.

(b) If you are requested to disclose Information pursuant to a subpoena or order from a governmental authority (including any department of insurance), you shall (i) notify us as promptly as possible, and in any event prior to responding thereto, of the terms of and circumstances relating to such request, (ii) consult with us on the advisability of attempting to resist or narrow such request, and (iii) if disclosure of Information is required, furnish only such Information as our counsel advises us you are legally obligated to disclose and cooperate with us to obtain assurance that the disclosed Information will be held in confidence. You also shall comply with our privacy and security rules that we have provided to you in writing.

**Section 14. Compliance with GLBA –** You shall comply with the privacy requirements of the Gramm-Leach-Bliley Act and its rules and regulations as any of the same may be amended or superseded from time to time (“GLBA”). Compliance with GLBA includes the following:

(i) You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in Section 18(c) below, or as required by law. “Nonpublic Personal Financial Information” means personally identifiable financial information and includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; provided, however, that the above definition shall be superseded and replaced to the extent that the definition of Nonpublic Personal Financial Information under Title V of Public Law 106-102, Section 509, subsection (4), as the same may be amended or superseded from time to time, differs from this definition.

(ii) You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.

(iii) You shall require that your sub-agents, directors, officers, and employees who have access to Nonpublic Personal Financial Information agree in writing to the same restrictions and conditions that apply to you.

**Section 15. ACE Designation under HIPAA** – You acknowledge that TLIC’s health care component and the health care components of Stonebridge Life Insurance Company, Transamerica Financial Life Insurance Company, and Transamerica Premier Life Insurance Company (such health care components collectively, the “Covered Entity”), have elected to adopt Affiliated Covered Entity (“ACE”) status, as defined and permitted under the Health Insurance Portability and Accountability Act of 1996 and its rules and regulations as any of the same may be amended or superseded from time to time (“HIPAA”), such designation has been appropriately adopted and documented, and TLIC is authorized to enter into a Business Associates Agreement on behalf of some or all other members of such ACE. To the extent the HIPAA covered health care component of any such member of the ACE merges with another affiliate or undergoes a corporate name change, this Agreement shall apply to any such merged and/or renamed component/company.

**Section 16. Compliance with HIPAA** – You shall comply with the privacy and security requirements of HIPAA. Compliance with HIPAA includes the following:

(i) You may use or disclose Protected Health Information only to perform your services under this Agreement, for the proper management and administration of your business (other than for cross-marketing and/or cross-selling of other policies or products, which are prohibited except to the extent specifically provided in Section 18(c) below), to carry out your legal responsibilities, or otherwise as required by law. “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. §164.501 (as the same may be amended or superseded from time to time), limited to information that you create or that you receive from us or on our behalf, and includes information that relates to the past, present, or future physical or mental health or condition of a Policyholder, to the provision of health care to a Policyholder, or to the past, present, or future payment for the provision of health care to a Policyholder, and that identifies the Policyholder or for which there is a reasonable basis to believe that the information can be used to identify the Policyholder, in each case regardless of whether the Policyholder is living or deceased. By way of illustration only, the following information shall constitute Protected Health Information with respect to a Policyholder: (A) name, (B) street address, city, county, precinct, and zip code, (C) dates directly related to the Policyholder, including birth date, admission date, discharge date, and date of death, (D) telephone numbers, fax numbers, and electronic mail addresses, (E) social security number, (F) medical record numbers, (G) health plan beneficiary numbers, (H) account numbers, (I) certificate/license numbers, (J) vehicle identifiers and serial numbers, including license plate numbers, and (K) any other unique identifying numbers, characteristics, or codes.

(ii) You may not use or disclose Protected Health Information in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if we used or disclosed the information in the same manner.

(iii) You shall comply with our request to accommodate a Policyholder’s access to his or her Protected Health Information as provided by 45 C.F.R. §164.524.

(iv) You shall comply with our request to amend Protected Health Information in accordance with a Policyholder’s request as provided by 45 C.F.R. § 164.526.

(v) You shall keep a record of disclosures of or access to Protected Health Information that must be provided under HIPAA to an individual to whom the Protected Health Information relates. You shall comply with any request that we make to provide us with information pertaining to such disclosures or access in such format as we reasonably may request. Such provided information shall include the content as required under HIPAA.

(vi) You shall make your internal practices, books, and records relating to uses and disclosures of Protected Health Information available to us (or to our designee) and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or to the Secretary's designee, for the purpose of confirming your compliance and/or our compliance with 45 C.F.R. Parts 160 and 164.

(vii) Upon termination of this Agreement, if feasible, you shall return or destroy all Protected Health Information without retaining any copies and shall provide us with your written and signed certification to that effect. If such return or destruction is not feasible, you shall limit all further uses and disclosures to those purposes that make such return or destruction of the Protected Health Information not feasible.

(viii) You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures, and to protect the confidentiality, integrity and availability, of any Protected Health Information that you create, receive, maintain or transmit. Such safeguards shall include development, implementation, and maintenance of a comprehensive written information security program compliant with applicable laws and designed to (A) protect the integrity and confidentiality of Protected Health Information, (B) protect against anticipated threats or hazards to the security, confidentiality and/or integrity of Protected Health Information, (C) protect against any unauthorized disclosure or use of Protected Health Information, (D) address computer and network security, (E) address physical security, and (F) provide for the secure disposal and destruction of Protected Health Information.

(ix) You shall ensure that any subcontractors (as defined in 45 C.F.R. § 160.101) that create, receive, maintain, or transmit Protected Health Information on your behalf agree to the same restrictions and conditions that apply to you with respect to such information. You agree to enter into appropriate written agreements outlining these obligations and to obtain satisfactory assurances (as that term is contemplated in HIPAA) of such compliance by all subcontractors. To the extent you make disclosures under 45 C.F.R. § 164.504(e)(4), you will obtain reasonable assurances that PHI will be held in confidence and will not be used or disclosed outside of the intended purpose.

(x) To the extent that we may require you to carry out ACE Entities' obligations in accordance with the Agreement, under 45 C.F.R. § 164 Subpart E, you will comply with the requirements of that Subpart which apply to ACE Entities in the performance of such obligations.

(xi) You shall require that your directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you with respect to such information.

**Section 17. Compliance with HITECH Act –**

(a) You agree and acknowledge that you are directly subject to HIPAA as amended by the HITECH Act, including, without limitation, Sections 164.308, 164.310, 164.312 and 164.316 thereof, including its provisions relating to security and privacy of Protected Health Information as well as its enforcement and penalty provisions. You agree that you will (i) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (ii) not act in any way to interfere with or hinder the ACE Entities' ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (iii) use your best efforts to notify the ACE Entities without unreasonable delay and in any event within three (3) business days of discovering a "breach," as the term "breach" is defined in 45 C.F.R. § 164.402, and as the terms "breach" and "discover" are further described in 45 C.F.R. § 164.410(a)(2).

(b) In the event either party learns of a pattern of activity or practice of the other party that constitutes a material breach or violation of its obligations relating to Protected Health Information under the Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the non-breaching party will terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary. We reserve the right, in our sole discretion, to terminate this Agreement immediately upon notice in the event of any such material breach or security incident.

(c) You acknowledge and agree to adhere to any limitations on the disclosure and/or sale of Protected Health Information as required under 45 C.F.R. § 164.508(d) and/or under HIPAA.

**Section 18. Additional Provisions Relating to Confidentiality Generally, GLBA, and HIPAA –**

(a) In response to an unsolicited direct Policyholder or consumer inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the Policyholder or consumer to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.

(b) We acknowledge that you may have relationships with affinity groups and associations and that, as a result, you may receive information ("Group Member Information") relating to their members (each a "Group Member") that constitutes Nonpublic Personal Financial Information and/or Protected Health Information. You and we agree that a Group Member's Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.

(c) You may use Information, Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the Policyholder to whom such information pertains has authorized you specifically in a writing that complies with HIPAA to do so and such marketing and selling is conducted in adherence with the restrictions on marketing and sale of PHI as provided under HIPAA.

(d) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.

(e) You shall notify us in writing without unreasonable delay and in any event within three (3) business days after becoming aware of a violation of Sections 13, 14, 15, 16 or 17 of this Agreement, or of the occurrence of a "security incident," as defined in 45 C.F.R. §164.304.

You agree to cooperate fully with us in any security-incident investigation or resolution and agree that no notifications or communications to any individual(s), media outlets, state or federal regulatory authorities, or other third parties regarding the incident shall be made without in each instance our specific prior written consent.

(f) You shall comply with all applicable state and local laws and regulations enacted to protect the privacy of individual personal information.

(g) We can amend Sections 13 through 18 of this Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting the application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.

**Section 19. Indemnity** – You agree unconditionally to indemnify and hold harmless TLIC and each of TLIC’s directors, officers, affiliates, stockholders, employees and representatives from any liability, loss, claim, regulatory proceeding, regulatory investigation, damage, cost or expense (including legal and other expenses and attorneys’ fees reasonably incurred), in each case to the extent arising from, related to or based upon the breach of any provision of this Agreement by you or your employees, officers, agents or other persons who act on your behalf or the negligence or misconduct of you or any of your employees, officers, agents or other persons who act on your behalf.

**Section 20. Applicable Law** – This Agreement shall be construed in accordance with the laws of the State of Iowa, without giving effect to principles of conflict of laws.

**Section 21. Notices and Communications** – All notices and other binding communications under the Agreement, including amendments, must be in writing and shall be deemed to be validly given if sent by mail, by fax, or by email to the other party at the most recent email address, fax number or address provided by the other party. In addition, notice shall be considered validly given if published by us on any website we use to communicate with you. Either party may change its address for notices and communications by notifying the other party in accordance with this Section.

**Section 22. Complaints, Claims and Other Matters** – You agree to notify us immediately of any complaint, claim or dispute involving an applicant, product, policyholder or producer. You shall notify us immediately upon your receipt of any subpoena, summons or other notice of suit or any regulatory authority inquiry with respect to any of the transactions contemplated by this Agreement (including your disqualification to sell insurance) and shall include with such notice a copy of any documents you receive.

**Section 23. Changes** – You agree to inform us of any changes in your legal structure, and of any changes in your officers or partners. You also agree to inform us of any transfer of your stock or partnership interests.

**Section 24. Severability** – If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other Person or circumstance shall not be affected thereby.

**Section 25. Amendments** – We reserve the right to amend this Agreement from time to time by providing at least thirty (30) days’ prior written or electronic notice to you of such terms and provisions of any such amendment, and you shall be deemed to have agreed to such amendment unless we have received your written objection within fifteen (15) days after the date of our written or electronic notice was sent. We will not be bound by any amendment, promise,

agreement, understanding or representation regarding the Agreement unless the same is made by an instrument in writing or an electronic copy of a writing specifically sent by us to you electronically, and signed by one of our officers, which expresses by its terms an intention to modify the Agreement.

**Section 26. Survival of Representations, Warranties and Covenants** – The respective representations, warranties and covenants of the parties shall continue in full force and effect until this Agreement terminates in accordance with its terms; provided, however, that (i) no such termination shall relieve a party of liability for its breach of any representation or warranty, or for its failure to comply with any covenant, prior to such termination, (ii) the provisions of Sections 10, 13 through 19 and 32 through 34 of this Agreement shall never terminate, and (iii) any other provisions of this Agreement (including Section 9) the effectiveness of which requires that they survive termination of this Agreement shall survive termination of this Agreement.

**Section 27. Agreement Non-Assignable** – You may not assign this Agreement or any of your rights, obligations, authorities and benefits provided hereunder without our prior written consent.

**Section 28. Third Party Beneficiaries** – Each party entitled to indemnification under this Agreement (but no other Person) shall be a third party beneficiary of this Agreement.

**Section 29. Counterparts** – This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Signatures exchanged by facsimile or electronically in pdf format shall be deemed to constitute original, manually executed signatures and shall be fully binding.

**Section 30. Entire Agreement** – This Agreement (including all exhibits and schedules hereto) contains the entire agreement between the parties as to matters set forth herein and supersedes any prior or contemporaneous understandings or agreements with respect to such matters.

**Section 31. Certain Terms** – As used in this Agreement, (i) “including” means “including but not limited to,” (ii) “include(s)” means “include(s) without limitation,” and (iii) “any” means “any and all.”

**Section 32. WAIVER OF DAMAGES** – EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY CLAIM TO RECOVER PUNITIVE, EXTRA-CONTRACTUAL, EXEMPLARY AND NON-COMPENSATORY DAMAGES AGAINST THE OTHER PARTY.

**Section 33. WAIVER OF RIGHT TO JURY TRIAL** – EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY A JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT, OR (II) (TO THE EXTENT NOT SPECIFICALLY SUBJECT TO A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES) THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT.

**Section 34. Limitations** – The parties agree that, to the greatest extent allowed by law, any claim, suit or other proceeding (whether sounding in contract, tort or otherwise) arising out of or relating to (i) this Agreement or (ii) the relationship between the parties, must be brought within four (4) years after the date on which the action constituting the basis for any such claim occurred.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have entered into this Agent's Agreement as of the date first above written.

AGENT:

MANAGING AGENT:

\_\_\_\_\_  
*[insert legal name of Agent]*

\_\_\_\_\_  
*[insert legal name of Managing Agent]*

By: \_\_\_\_\_  
*[signature]*

By: \_\_\_\_\_  
*[signature]*

Printed  
Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Agent Number: \_\_\_\_\_

Agent #: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit A to Agent's Agreement  
Schedule of Compensation Rates  
(Transamerica Life Insurance Company – Transamerica Long Term Care)

*[insert or attach]*

This Page Left Intentionally Blank

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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. The TIN provided must match the name given on the "Name" line to avoid backup withholding. 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.

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### 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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

This Page Left Intentionally Blank

## Consent to do Business Electronically and Electronic Delivery of Documents

Agent name \_\_\_\_\_

Transamerica Agent ID Number(s) \_\_\_\_\_

Provide Agent ID number(s) used to access the Transamerica Agent Resource Center (www.taltc.com)

Valid Agent email address \_\_\_\_\_

Provide email address to receive electronic applications

### What is the purpose of this Consent?

For purposes of this Consent to do Business Electronically and Electronic Delivery of Documents, the term "Company(ies)" includes Stonebridge Life Insurance Company, Transamerica Casualty Insurance Company, Transamerica Financial Life Insurance Company, Transamerica Life Insurance Company, and/or Transamerica Premier Life Insurance Company. You are either: (a) applying electronically for an agent/producer/solicitor contract, license and/or appointment with one, some or all of the Company(ies) ("Contracting Documents"); or (2) completing the agent sections of certain applications, disclosures, authorizations and supplemental or supporting forms related to an application for insurance ("Application Documents") submitted by you in your capacity as an agent/producer/solicitor for the Company(ies). To conduct business electronically, as well as to access and receive documents electronically, you must provide the Company(ies) and its authorized designees and agents with your consent. By virtue of this Consent, you agree to conduct business electronically with the Company(ies) with regard to your submission of Contracting Documents and/or with regard to Application Documents. If you provide your electronic signature and click "I Accept" below, you will be providing the Company(ies) and its authorized designees and agents with the following consent:

1. To have the information described in this Consent to do Business Electronically and Electronic Delivery of Documents ("Consent") made available to you electronically in lieu of receiving this information in a paper form;
2. To execute and submit via electronic means the documents that are described in this Consent including both Contracting Documents and Application Documents;
3. To all of the terms and conditions set forth in this Consent.

### What does this Consent cover once I consent?

This Consent covers your agreement to all of the terms and conditions of this Consent, including your agreement to:

1. **Receive via electronic means the documents that the Company(ies) is required by law or regulation to provide or make available to you in writing ("Required Documents"), as well as other information and documents (collectively, "Other Documents"). Required Documents related to agent contracting include, but are not limited to, Producer Appointment Application, Investigative Consumer Report Disclosure, A Summary of Your Rights Under the Fair Credit Reporting Act, 1994 Crime Bill Notice, Code of Professional Conduct and other documents when available. Required Documents also include Application Documents. Other Documents include but are not limited to, advertising, marketing materials, and institutional information. For purposes of this Consent, the term "All Documents" shall include Contracting Documents, Application Documents, Required Documents and/or Other Documents;**
2. **Electronically sign and submit All Documents;**
3. **Electronically receive All Documents; and**
4. **Agree that your electronic signature carries the same force and effect as your physical signature on All Documents.**

### What is the Scope of this Consent?

This Consent applies to All Documents, including but not limited to Required Documents and Other Documents, when available. These documents will be made available via both screen shots displayed during the application process, and a PDF generated at the end of the application process, which you must review and approve before you electronically sign and submit any such documents. You are expected to print and save for your records all Contracting Documents including Required Documents and Other Documents. You agree that a photographic, electronic, or computer imaged copy of All Documents shall be valid as the original and is valid and acceptable for the duration of your appointment with the some, one or all of the Company(ies).

**Please Note:** The materials described above contain important information about your rights, benefits, and features related to your Contracting Documents. After you have read these materials carefully, we recommend that you retain them for future reference. Your Contracting Documents may be rejected in the Company(ies) sole discretion. If one, some or all of the Company(ies) agrees to issue you a contract, license and/or other appointment, documentation reflecting such contract, license and/or appointment will be sent to you via a secure email to the email address you provide.

Even though you have provided the Company(ies) with this Consent, the Company(ies) may, at its option: (a) deliver Required Documents and Other Documents to you on paper, and/or (b) require that certain communications from you be delivered to the Company(ies) on paper.

**Can I get paper copies of the Required Documents and/or Other Documents?**

Yes. You may obtain paper copies of All Documents at any time and without charge by contacting your Authorization Code Provider (the person or entity which provided you the access code to this Site) or the Companies' contract and licensing department at the address provided below.

**Should I maintain copies of the Contract Documents, Required Documents, and Other Documents?**

Yes. We recommend that you print or save this Consent and all Required Documents and Other Documents electronically signed and submitted by you, and to keep any printed or electronic copies for your records.

**How long will this Consent remain in effect?**

This Consent will become effective once you sign below by hitting the "I Accept" button and remains in effect for as long as you: (a) are in the process of applying electronically for a contract, license and/or appointment with one, some or all of the Company(ies); (b) elect to execute your electronic signature on Application Documents; or (3) until you withdraw your consent (as described in the next section).

**What if I change my mind?**

**IMPORTANT: Contracting Documents - You may withdraw your consent at any time prior to the completion of your Contracting Documents with one, some or all of the Company(ies) simply by exiting out of the electronic application process. If you do not complete the electronic application process completely, it will terminate both this Consent and your electronic application. Once you complete the electronic application process and submit electronically the Contracting Documents, you cannot rescind your consent.**

**Application Documents - You may withdraw your consent only prior to your execution of your electronic signatures required on a pending Application Document. Withdrawal of your consent will terminate this Consent and necessitate physical signatures on any pending Application Documents. The withdrawal of your consent has no effect on previously executed electronic signatures made by you in either the agent contracting process or on any previously submitted and executed Application Documents, but only rescinds your consent for Application Documents pending your signature. Your consent withdrawal and resulting termination of this Consent become effective immediately on receipt of written notice to the Company(ies).**

**What if my contact information changes?**

You must keep the Company(ies) informed of any changes to your email address(es) and all other contact information by contacting your Authorization Code Provider or the Company(ies)' contract and licensing department at the contact information provided below. You agree to hold the Companies harmless with respect to any emails sent to the incorrect email address due to your failure to provide the Companies with a current, valid email address.

**You can contact your contract and licensing department as follows:**

Business Unit	Email Address	Mailing Address	Fax	Telephone
Affinity Markets Group	<a href="mailto:affinityinc@transamerica.com">affinityinc@transamerica.com</a>	Licensing 2700 W Plano Parkway Plano, TX 75075	877-553-9145	888-329-9215
Transamerica Premier Life Insurance Company	<a href="mailto:tpcl@Transamerica.com">tpcl@Transamerica.com</a>	Contract Administration 4333 Edgewood Rd NE Cedar Rapids, IA 52499	877-696-6018	877-388-8762
Stonebridge Life Insurance Co.	<a href="mailto:afpcrcontractadmin@aegonusa.com">afpcrcontractadmin@aegonusa.com</a>	Contract Administration 4333 Edgewood Rd NE Cedar Rapids, IA 52499	319-355-2498	877-735-5433
Transamerica Financial Life Insurance Company (New York)	<a href="mailto:contractingandlicensing@aegonusa.com">contractingandlicensing@aegonusa.com</a>	Licensing & Contracting P.O. Box 50608 Clearwater, FL 33758-5068	727-299-1864	800-443-9975, ext. 1236564
Transamerica Life Insurance Company	<a href="mailto:ascl@transamerica.com">ascl@transamerica.com</a>	Contract Administration 4333 Edgewood Road NE Cedar Rapids, IA 52499	888-837-2820	800-256-7971, option 1
Transamerica Long Term Care	<a href="mailto:ltlicensing@aegonusa.com">ltlicensing@aegonusa.com</a>	Agent Administration P.O. Box 869090 Plano, TX 75086-9090	866-630-7496	866-588-8745

**Are there any hardware or software requirements to do business electronically with the Companies?**

Yes. To access and retain All Documents sent or made available to you electronically you must have access to a computer with an Internet connection. You must be able to send and receive emails, and be able to save All Documents to a storage device for later reference or have the computer connected to a printer so you can print out such documents. To confirm that you can access All Documents electronically, you should verify that you are able to read this Consent and that you can print on paper or electronically save this Consent. The minimum hardware and software requirements are:

Item	Minimum
Hard Drive Space	10 MB available for storage of electronic documents
Operating System	Windows 2000 Windows XP Windows Vista Windows 7 MAC OS X
Screen Resolution	800 x 1060 pixels
Browser Application	Internet Explorer 6.0 or higher with all critical updates Mozilla Firefox 3.0 or above Safari 3.0 or above (Mac only)
PDF Reader	Adobe Acrobat Reader 6.0 or higher or similar software
Enabled Security Settings	Must allow per session cookies

I have CAREFULLY read and understand this Consent and accept it voluntarily and with full knowledge and understanding of its terms and conditions and represent that the information I have provided is accurate and complete. I have reviewed the Consent using computer hardware and software that meets the minimum hardware and software requirements described above. I will print or save a copy of this Consent and All Documents.

\_\_\_\_\_  
Agent's/Insurance Producer's Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Agent's/Insurance Producer's Printed Name

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Managing Agent's Printed Name

This Page Left Intentionally Blank



**Transamerica Life Insurance Company**

**INVESTIGATIVE CONSUMER REPORT DISCLOSURE**

Federal law requires you be advised that in connection with your application for appointment with Transamerica Life Insurance Company ("TLIC") for the purpose of selling its products, a consumer report and/or investigative consumer report may be prepared, whereby information is obtained through credit reporting agencies, previous employers, and regulatory, state and local law enforcement databases and others. Such information is used along with other criteria to help evaluate suitability for representing TLIC's products.

You have a right to request disclosure of the nature and scope of the investigation upon written request to our Administrative Office made within a reasonable time after the receipt of this notice. A Summary of Your Rights under the Fair Credit Reporting Act is attached hereto.

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A Consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to an employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you chose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or in some cases a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights contact:**

TYPE OF BUSINESS:	CONTACT
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.  b. Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the CFPB:	a. Consumer Finance Protection Bureau 1700 G Street NW Washington, DC 20552  b. Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:  a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks  b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act  c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations  d. Federal Credit Unions	a. Office of the Comptroller of the Currency Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050  b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480  c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106  d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air Carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E. Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St. N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

**Business Information Group, Inc.**  
**A Vertical Screen® Company**  
**Attn: Consumer Disclosure**  
**P.O. Box 541, Southampton, PA 18966**  
**Toll-free phone – 800-260-1680**

## **“1994 Crime Act” Notice To Applicants**

The Violent Crime Control and Law Enforcement Act of 1994 (“1994 Crime Act”) makes it a federal crime to:

1. knowingly make false material statements in financial reports submitted to insurance regulators;
2. embezzle or misappropriate monies or funds of an insurance company;
3. make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of company; or
4. obstruct an investigation by an insurance regulator.

The 1994 Crime Act also makes it a federal crime for individuals who have been convicted of a felony involving dishonesty, breach of trust, or any of the offenses listed above to willfully participate in the business of insurance. The law provides an exception where an individual who has been convicted of any of the felonies described above has obtained written consent to work in the insurance business from any insurance regulatory official authorized to regulate the company.

The penalties for violating this law can range up to \$50,000 in civil fines and five to fifteen years in prison.

This Page Left Intentionally Blank



---

*Long Term Care insurance*  
*Professional Conduct Principles & Policies*

CLU/CHFC PLEDGE

*In all my professional relationships, I pledge myself to the following rule of ethical conduct:  
I shall, in light of all conditions surrounding those I serve, make every conscientious effort to ascertain,  
understand and render that service which, in the same circumstances, I would apply to myself.*



*From* THE PRESIDENT

Welcome! Thank you for joining the Transamerica Long Term Care Team and including our product in your portfolio. We are very proud of the products that we offer and strive to provide the highest level of service for you and your valued clients. I can assure you that we want to be responsive to the needs of both you and your clients' needs.

Long Term Care insurance (LTCi) provides some of the most valuable insurance protection available. You understand the potentially dire consequences of a long term care event. We need to work to ensure our mutual customers understand those issues and how our products can help protect them. We also need to ensure that we only sell to those customers when our product is truly suitable and make that sale in an ethical and compliant way.

To better assist you, we are providing this booklet, the Long Term Care Professional Conduct Principles and Policies, which contains guidelines to help you in understanding the Company's compliance procedures. By following these guidelines, you can feel confident that your clients are being treated fairly and ethically. You should use these guidelines to establish your own business practices and standards. Please read and follow them carefully.

I thank you, again, for selecting our Company and wish you much success in your career. Let's sell and service a lot of LTCi together!

A handwritten signature in black ink, appearing to read "Tim Kneeland". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Tim Kneeland

PRESIDENT, TRANSAMERICA LONG TERM CARE

*Good luck in your career and welcome!*

## **Principles of Ethical Market Conduct and Code of Ethics**

In keeping with the Company's goal of making compliance a priority, this Principles of Ethical Market Conduct and Code of Ethics will guide us in our sales and operations. Our participation in this endeavor will affect all employees and producers.

The following Principles of Ethical Market Conduct have been developed and approved by Transamerica Life Insurance Company and Transamerica Financial Life Insurance Company. Each life insurance company subscribing to these principles commits itself in all matters affecting the sale of our products. These principles include:

- Conducting business according to high standards of honesty and fairness and treating our customers as we would expect to be treated.
- Providing competent and customer-focused sales and service.
- Competing fairly.
- Providing advertising and sales material that is clear, honest and fair.
- Handling customer complaints and disputes fairly and promptly.
- Maintaining a system of supervision and monitoring reasonably designed to demonstrate the Company's commitment to and compliance with these principles.

Our companies fully support and subscribe to the above principles.

### **Code of Ethics**

From the National Association of Insurance and Financial Advisors (NAIFA) Preamble:

Those engaged in offering insurance and other related financial services occupy the unique position of liaison between the purchasers and the suppliers of insurance and closely related financial products. Inherent in this role is the combination of professional duty to the client and to the company as well. Ethical balance is required to avoid any conflict between these two obligations.

Therefore, I believe it to be my responsibility:

- To hold my profession in high esteem and strive to enhance its prestige.
- To fulfill the needs of my clients to the best of my ability.
- To maintain my clients' confidences.
- To render exemplary service to my clients and their beneficiaries.
- To adhere to professional standards of conduct in helping my clients to protect insurable obligations and attain their financial security objectives.
- To present accurately and honestly all facts essential to my clients' decisions.
- To perfect my skills and increase my knowledge through continuing education.
- To conduct my business in such a way that my example might help raise the professional standards of those in my profession.
- To keep informed with respect to applicable laws and regulations and to observe them in the practice of my profession.
- To cooperate with others whose services are constructively related to meeting the needs of my clients.

## Our Principles

We seek to practice the principles expressed in the Long Term Care Professional Conduct Principles and Policies - day in and day out, year in and year out. That means having a shared sense of obligation when it comes to maintaining our clients' trust and operating with personal and professional integrity. This is why we sometimes describe the Company/Representative relationship as a partnership - both parties working toward the common good of the client, working toward our mutual success, and, together, living up to our principles. Our reputation for quality service to clients and producers, both before and after the sale, is top priority. This is essential to the development of long-term relationships among our companies and our marketing representatives.

The marketing of LTCi should be based on the needs of the client for such products. In order to determine what those needs are, a fact-finding process is necessary during which the interests of the client are foremost. Truthfulness and accurate descriptions of products and services are required. In keeping with insurance regulations in most states, an insurance producer/agent must begin the initial interview by stating that he/she is acting in the capacity of an agent and providing the name of the company he/she represents.

Providing clients with products which fit their needs not only increases the likelihood that they will buy in the first place, but also the likelihood that the products will remain in force – something of benefit to the client, the agent and the Company. The persistency of business is so important to all three parties that particular effort should be made to keep clients satisfied through regular contact, prompt service and personalized attention.

In some instances, a potential client may want to replace an existing product with a new one rather than merely add to what is already in place. It is unusual that replacement of a policy or contract is preferable to retaining what is owned already. However, if after careful and complete examination and full disclosure of all pertinent information, a replacement is clearly indicated, it must be done in accordance with the replacement regulations in effect in the state.

To serve our clients well, it is expected that agents will be informed, competent and professional. They will know the significant details with respect to company products and how the products can be applied to satisfying clients' needs. Agents will be familiar with state and federal laws and regulations pertaining to the sale of insurance products and the conduct required in the selling process. In particular, they will know the laws and regulations of the state in which they conduct business.

This booklet is meant to be used as a tool to help keep you on the road to success and avoid some pitfalls along the way. The most effective way to develop lasting relationships with your customers is to understand what their financial objectives and insurance needs are, and then suggest what insurance products can help them address those objectives and needs. We choose to be a leader in LTCi by ensuring our representatives have the resources available to them to help their customers to the best of their ability. Both you and our customers deserve it.

## **RULE 1: Your sales materials must be in compliance.**

### About Compliance

Compliance may be broadly defined as conducting your insurance business within the laws and regulations of the state(s) where you do business. This may sound easy enough to do, but in reality, there are more laws and regulations on the books and enacted during each legislative session than a small business person can keep track of without help. The Long Term Care Professional Conduct Principles and Policies may not provide all the answers to your questions about being in compliance, but it gives you a basic understanding of what compliance means and offers some ideas to help you identify potentially dangerous areas.

Compliance, in a narrow sense, means using scripts, visuals, recruiting materials, and other advertising pieces that comply with the laws and regulations of your state and the insurance industry.

We have an LTC Compliance Department that reviews the advertising you use in order to determine if these materials comply with current laws and regulations. Using “compliance-approved” materials does many things for you, but most of all, it keeps you on the “right road.”

### **How to Use Compliance to Help You**

Sales materials that have been approved by our LTC Compliance Department should accurately reflect you, the Company you represent, and the products you are selling. If you decide to deviate from these approved materials – such as creating your own version – you need to contact us.

Here is a list of things you may use in your business that must be approved by our LTC Compliance Department before use:

1. Office signs that include our Company name or product;
2. Letterhead, envelopes and business cards that include our Company name or product;
3. Scripts and sales talks;
4. Visual Presentations, such as PowerPoint, including Brainsharks;
5. Worksheets;
6. Advertisements;
7. Recruiting and sales ads;
8. Lead-generating devices such as pre-approach letters, telephone approaches, web sites, etc.;
9. Industry seminars including workbooks, presentations, etc.; and
10. Computer software, sales illustrations, and presentations.

In addition to the advertising materials you use to sell the Company's products, you should confirm, prior to the sales process, that the products you are selling are approved for sale in the appropriate state. There are instances where some products may not be approved in some states.

Common things that need to be contained in advertising materials include:

- **Company Name**  
Transamerica Life Insurance Company or, in NY, Transamerica Financial Life Insurance Company. The full name and address, city, state and zip must be listed on all materials at least once – then you can use the shorter name, Transamerica Life, or Transamerica Financial Life.
- **Indication of who you are in relation to the Company**  
Must contain an accurate title, like “Agent” or “Insurance Producer”. You should avoid titles like “Financial Planner” or “Investment Advisor” unless you are permitted by that organization and/or the Company to use those titles.
- **Indication of what you plan to talk to your prospects about (now or eventually)**  
If you are calling to sell LTCi (even if it is their option to buy or not), the law states that you should tell them this at the start of your conversation.
- **All advertising must have the following:**
  - A unique form number must be displayed on the advertising piece. Transamerica’s Long Term Care Compliance Department will assign the number.
  - The registered trademark symbol must be used with the Transamerica Life Insurance Company and Transamerica Financial Life Insurance Company logos.

### ***Did You Know?***

You represent Transamerica Life Insurance Company or Transamerica Financial Life Insurance Company. These companies are statutory insurance companies and only information (the assets, insurance in force, etc.) pertaining to the particular statutory company may be used in your advertising. In contrast, other companies such as Transamerica Corporation, AEGON USA, LLC, and AEGON N.V. are holding companies and do not provide insurance products. Transamerica and AEGON must not be referenced in any advertising, except as outlined below.

Transamerica Life Insurance Company or Transamerica Financial Life Insurance Company are member AEGON companies and can be described that way if the insurance company (and not the AEGON endorsement) is the predominant company described in the advertising.

#### ***For example:***

Transamerica Life Insurance Company  
an AEGON company

### **RULE 2: You MUST do the following in ALL advertising:**

There are many ways to advertise. The general definition of advertising is anything that is written, printed, or said in order to generate interest in our companies (recruiting) or our products (prospecting and solicitation).

1. Make clear that LTCi is the subject of the solicitation. Clearly identify the full name and address of the insurer.
2. Include in your discussions with clients the limitations and exclusions of benefits and the cost of a policy. Some areas that frequently cause misunderstandings are related to elimination periods, waiver of premium, the cash benefit and optional benefits.
3. If a policy offers optional benefits or riders, disclose that each optional benefit or rider is available for an additional cost.
4. Clearly identify and disclose any conditions or triggers that must be satisfied in order for benefits to be available.

The major methods of advertising include: newspaper, radio, billboard and television ads, internet sites, teleprompters, computer presentations, prepared sales talks, visual presentations, product brochures and other descriptive literature, office signs, business cards, business brochures and letterhead.

**RULE 3: You MUST NOT do any of the following in any advertising:**

- Be deceptive or misleading by overall impression or explicit information.
- Use terms such as “Financial Planner,” “Investment Advisor,” “Financial Consultant,” or “Financial Services” in such a way as to imply the engagement in an advisory business in which compensation is unrelated to insurance sales – unless this is actually the case.
- Use a service mark, trade name or group designation without disclosing the name of the actual insurer if specific coverage, benefits or costs are described.
- Make unfair or incomplete comparisons of policies.
- Disparage competitors, their products, policies, services, business, or marketing practices.
- Make untrue or misleading statements with respect to another company’s insureds, assets, financial standings or relative position in the insurance industry.
- Imply group coverage, certificate or enrollment when the policy offered is actually an individual policy.
- State that the policy is a limited offer and the applicants will receive an advantage by accepting the offer, and that such advantage will not be available at a later date, if this is not the fact.
- Advertise or give a free gift, bonus, or anything of value outside of the policy contract, which could be construed as an inducement to buy or may be considered rebating.
- Advertise the existence of a GUARANTY ASSOCIATION as an inducement to buy.
- Use misleading words or symbols to imply the material is being sent or endorsed by a government entity, or any organization, unless true.
- Use the words or phrases “Low Cost,” “100%,” “Full,” “Complete,” “Comprehensive,” “Unlimited,” “Up To,” or “As High As,” without providing disclosures and the caveats associated with the particular plan, to avoid exaggerating the benefits of the policy.
- Use twisting techniques or high pressure marketing tactics which have the effect of or tendency to induce the purchase of insurance, especially with senior citizens.

## **Did You Know?**

*The public expects you, as an insurance salesperson, to provide certain things to them. This includes items such as a fair representation of what they are buying, an overview of what the product will not do as well as what it will do and service after the sale. You must never assume the customer knows more about you, the Company, or the product other than what you have told them. For example, merely saying a product provides benefits not covered by Medicare does not mean they know they are purchasing LTCi.*

### **RULE 4: Determining Insurable Needs or Financial Objectives**

Not everyone should buy an LTCi policy. For some, an LTCi policy is an affordable and attractive form of insurance. For others, the cost is too great or the benefits they can afford are insufficient. As an agent, part of your job is to assist your client by helping them determine their insurable needs or financial objectives. A person should not buy an LTCi policy if it will cause a financial hardship or make them forego other more pressing needs. It is your job to help each prospective insured carefully examine his or her needs and resources and decide whether LTCi is appropriate.

Whether a person should buy a policy may depend on their:

- Age;
- Health status;
- Overall retirement objectives; and
- Income and assets.

If a person's only source of income is a Social Security benefit, they are probably not an appropriate candidate for LTCi. Another example would be people who have trouble stretching their income to meet other financial obligations such as paying for utilities, food or medicine.

On the other hand, people with significant assets may want to buy a Long Term Care policy in order to help preserve those assets. Others buy LTCi in order to help pay for their own care and not burden their children with nursing home bills. Whatever the reason, a person should not buy an LTCi policy if they cannot afford the premium or cannot reasonably predict that they will be able to pay the premium for the rest of their life. The NAIC's "Shopper's Guide to Long Term Care Insurance" contains fact-finding tools to help you help your client assess their insurable needs or financial objectives.

### **RULE 5: Replacements**

The Company is committed to promoting insurance sales in the best interest of the customer. With that in mind, you need to communicate to the customer, clearly, accurately and fairly, information that the customer needs to determine whether replacement of existing policies or contracts may or may not be appropriate.

Replacing an old policy with a new one can be a legitimate part of selling LTCi. If your clients are considering replacing an existing policy with a new one, you can provide a valuable service to your clients by helping them to evaluate whether a replacement is in their best interest.

If the replacement is inappropriate, then it should not take place.

Regardless of whether our Company's policy is the new policy, the policy being replaced, or both, you can help the client evaluate the advisability of replacement by reviewing the following factors with them:

- What are the differences in the benefits and the limitations and exclusions between the policies?
- How important to the client is it if the replacement results in the incontestability period starting over under the new policy?
- Is the underwriting class under the new policy as favorable as it was under the old policy?
- Are there any possible tax consequences resulting from cancelling the old policy and replacing it with the new one?  
It may be a good idea to recommend that the client check with their tax advisor.
- Is there a significant difference in the comparative financial ratings (AM Best, Moody's, etc) assigned the new company versus the ratings of the old company?

This is not intended to be an exhaustive list of all possible considerations involving the advisability of any specific replacement. A fact-finding tool available to assist you in making a complete and accurate comparison of policies can be found in the Worksheets in the NAIC's "Shopper's Guide to Long Term Care insurance". In the end, the clients must make their own decisions regarding what they believe to be in their best interests. However, a quick review of these issues and tools will allow you to assist your client in making an informed decision concerning the advisability of replacement. If your client decides to replace their policy, you should advise them to keep the old policy in force until an underwriting decision is made on the new policy.

In addition, the appropriate replacement form for the state in which you are writing business must be used. One copy of this form is to be left with the applicant and one copy is to be returned to the company with the completed application. In most states, completion of the replacement form will require you to certify that the replacing coverage materially improves the insured's position. Replacing an insured's coverage indiscriminately may subject you to fines and other penalties.

### ***Did You Know?***

*Special Note: Internal Replacements – Applications for LTCi will not be accepted on clients who are currently insured by another AEGON company unless the proposed change in coverage is clearly in the best interest of the client. Such applications must be accompanied by a brief statement explaining the advantage to the client of such a change.*

### **RULE 6: Follow the Five Keys to Fair Competition**

The Company is committed to competition as the most effective and efficient means of providing our customers with the widest array of meaningful products and services. Competition is also the most efficient regulator of activities within the marketplace. In order to foster fair competition, the following guidelines should be adhered to by all representatives.

- Representations regarding the benefits or terms of our policies should be accurate, true, and not deceptive or misleading. Representations regarding the financial condition of the Company should be accurate and complete.

- In most states, inducing a client to purchase insurance through returning a portion of your commission or providing any item of value is an illegal practice. This means that, in any sale of insurance, you must not offer any gift which is contingent upon the purchase of insurance.
- It is unlawful for any person to maliciously criticize or disparage another insurer or its representative. An agent should seek to promote the good name and reputation of our Company and avoid comparisons to other companies that are incomplete, unfair, or inaccurate.
- Discrimination based upon race, religion, nationality, ethnic group, age, sex, or marital status is prohibited.
- Coercing, boycotting, limiting or restraining trade through intimidation or other means is unlawful.
- Avoid negatively focusing on competitors or using inappropriate sales techniques. Instead, focus on the positive aspects of our Company and its products. A good attitude about the right product will help develop potential clients into satisfied policyholders.

### **RULE 7: Complaint Management & Client Communications**

The Company expects you to embrace its commitment to the fair and expeditious handling of complaints as well as client requests and inquiries. The Company defines a complaint as a “communication expressing dissatisfaction. Our goal is always to prevent complaints by adhering to exemplary standards of compliance, sales and advertising. However, when clients contact you with service requests, inquiries, concerns, or complaints, it is important to listen carefully to determine their needs and to provide prompt, effective responses. To help the Company provide the best resolution of complaint issues, follow these guidelines:

- Report and deliver copies of written complaints to the Company’s Consumer Affairs Department and to your general agent or manager the same day they are received!
- Cooperate fully with the Company’s investigation process by expeditiously providing any documents, explanations, or statements that are requested.
- Don’t argue with the client or promise specific results, but allow the Company to resolve the complaint and communicate the result directly to the client.

All complaints are taken seriously and require prompt reporting and handling. When necessary, the Company investigates complaints and seeks fair and amicable resolutions. Complaints are monitored and tracked for the purposes of improving services, fine-tuning operations practices, and for the state-required reporting.

### **RULE 8: Keeping Private Information Private**

The financial and health information you obtain in the course of soliciting and servicing LTCi policies is protected by various state and federal privacy laws. In particular, the Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act (HIPAA) include restrictions on the use and disclosure of nonpublic personal information. These restrictions were designed to protect individuals from identity theft and other misuses of their personal information.

Consequently, the Company has developed Privacy Principles that govern the collection, custody, use, and disclosure of sensitive nonpublic information. The types of nonpublic information protected under these Principles include: customer names, addresses, telephone numbers, fax numbers, account numbers, policy numbers, social security numbers, email addresses, birth dates, date of claim, nature of claim, and all medical records.

In conjunction with these Privacy Principles, the company expects you to:

- Observe and obey applicable laws regarding the use and disclosure of nonpublic personal information.
- Adhere to the privacy policies described in the Company's "Notice of Privacy Policy."
- Agree to treat any nonpublic personal information disclosed to you by the company as confidential, and agree not to use or disclose such information except to carry out the purpose for which such information was disclosed.
- Restrict access to any personal record to those who have proper authorization or legitimate business, regulatory or legal reason.

Please review the Privacy Principles in their entirety for a full understanding of your responsibilities.

### ***Did You Know?***

*If you are requested to refrain from making future calls to a prospect or specifically asked to remove them from any calling list, you must respect that request. If you do not, you could be in violation of Do Not Call laws passed to protect consumer's rights.*

### **Summary**

LTCi, properly explained, can meet your customer's needs. The cost to your client will never be less expensive than it is today and you have entered into a great opportunity to help your customers meet those needs.

### **Long Term Care Professional Conduct**

For distributors and employees of Transamerica Life Insurance Company and Transamerica Financial Life Insurance Company:

As a Company, we are committed to treating our customers fairly and ethically. Our distributors are the individuals and firms authorized to sell our insurance products. You have a responsibility to treat our customers fairly and ethically. Our employees, who support our agents, brokers and representatives and serve our mutual customers, share that responsibility and trust. As distributors and employees, we will apply the following principles and policies of our Long Term Care Professional Conduct.

### **Principles**

The Company commits itself, in the sale of its insurance products:

- To conduct business according to high standards of honesty and fairness and to treat our customers as we would expect to be treated;
- To provide competent and customer-focused sales and service;
- To compete fairly;
- To provide advertising and sales material that is clear in content, honest, and fair;
- To handle customer complaints and disputes fairly and promptly; and
- To maintain a system of supervision and review reasonably designed to achieve these principles.

### **Policies**

It is the policy of the Company, in the sale of its insurance products, to:

- Meet the needs of its customers;
- Market and sell products which meet our customer's insurable needs or financial objectives; and
- Comply with all laws and regulations applying to the marketing and sale of its products.

The Company encourages its agents, brokers, and representatives to assist customers in determining the customers' insurable needs and financial objectives in the marketing and sale of its products, including through the use of appropriate fact-finding tools.

### **Use Qualified and Trained Distributors and Employees**

The Company will have appropriate criteria and qualifications for selecting its agents, brokers, and representatives and will appoint, employ and contract with only those agents, brokers or representatives who meet those qualifications.

The Company will ensure that agents, brokers, and representatives are licensed, appointed (where necessary), and meet other applicable state requirements prior to soliciting the Company's products.

It is the policy of the Company that agents, brokers, and representatives involved in the process of selling its insurance and other products receive adequate training to help customers meet their insurance needs or financial objectives.

The Company will provide its agents, brokers, and representatives with sales, marketing and/or descriptive materials explaining the insurer's product features and operations and will permit only materials approved by the Company to be used in the sale of its products.

The Company will provide or make available to its agents, brokers, representatives and employees involved in the sales process periodic training on compliance with laws, regulations, the Principles of Ethical Market Conduct and Code of Ethics, and training on selling with the customer's insurable needs and financial objective in mind.

The Company will encourage participation in periodic continuing education programs for the use of educational communication for agents, brokers, representatives and employees involved in the selling process.

### **Compete Fairly**

The Company will encourage fair and accurate competition in the marketing and sale of its products. To accomplish this, the Company, and, where appropriate, its agents, brokers, and representatives will:

- Comply with the applicable state and federal laws fostering fair competition;
- Establish and communicate guidelines designed to help agents, brokers, representatives and employees involved in the sales process to understand the meaning of fair competition;
- Refrain from making deceptive or misleading criticism, disparagement or characterizations of competitors' products;
- Refrain from replacing or encouraging replacement of existing policies and annuity contracts without first communicating to the customer, clearly, accurately and fairly, information that the customer needs to determine whether such replacement of existing policies or contracts may or may not be appropriate; and
- Establish procedures for monitoring replacement which include a system for tracking, identifying and addressing deviations from the Company's guidelines on replacements.

## **Sell Fairly and Use Clear and Accurate Sales Materials**

The Company, its agents, brokers and representatives will, in the sale and solicitation of its products, provide customers with information necessary to make buying decisions that are appropriate to the customer. The Company, agents, brokers and representatives will include in sales materials and presentations:

- A description of the benefits provided and, where applicable, how those benefits supplement or replace existing coverage; and
- Information about any limitations of coverage, fees, charges, or penalties.

The Company will use materials in the sale of its products that are clear and understandable, and that have been reviewed and approved by the Company for compliance with applicable laws, regulations and the Long Term Care Professional Conduct Principles and Policies.

Where sales illustrations or other representations are used, in addition to reviewing the materials for compliance with applicable laws, regulations and Long Term Care Professional Conduct Principles and Policies, the Company will provide clear, understandable, and complete disclosure about the premiums, costs, values, benefits, and appropriately disclose guaranteed and non-guaranteed elements.

## **Appropriately Handle and Monitor Complaints**

The Company will have procedures for tracking, responding to, analyzing and working towards eliminating the root cause of complaints received from customers and regulators. These procedures will ensure compliance with all applicable laws and regulations, including guidance on:

- Providing responses to complaints within the regulatory time frame;
- Responding to discovered patterns in complaints and taking steps to prevent any conduct resulting in repeated complaints;
- Responding directly to the issues raised in a customer or insurance complaint;
- Reducing the need for future communication on the same complaint; and
- Facilitating customer communication and feedback in all aspects of the Companies' operations.

## **Supervision and Policy Enforcement**

The Company will establish, enforce, follow and monitor policies and procedures to ensure compliance with this Long Term Care Professional Conduct, all other Company compliance policies and procedures, the Long Term Care Professional Conduct Principles and Policies, and applicable laws and regulations.

The Company will assign supervisory responsibilities to its officers, employees, agents, brokers or representatives, as appropriate, to reasonably assure compliance with the policies and procedures of this Long Term Care Professional Conduct, all other Company compliance policies and procedures, the Long Term Care Professional Conduct Principles and Policies and applicable laws and regulations.

The Company will train its employees involved in the sales process and make available training for its agents, brokers and representatives on this Long Term Care Professional Conduct and all other Company compliance policies and procedures, the Long Term Care Professional Conduct Principles and Policies, and applicable laws and regulations.

The Company will have policies and procedures to conduct review or internal audits of the Companies' compliance policies, procedures, and practices, including a procedure for monitoring the sales practices of agents, brokers, representatives and employees involved in the sales process.

## THE AGENT'S GUIDE TO LONG TERM CARE ADVERTISING

### Important

**ALL ADVERTISING MATERIALS MUST BE APPROVED BY THE TRANSAMERICA LONG TERM CARE "LTC" COMPLIANCE DEPARTMENT "Compliance" PRIOR TO USE.**

**Please contact your MGA or LTCi Specialist "Specialist" for additional questions on how to submit new advertising for approval.**

### A WORD FROM LTC COMPLIANCE...

Dear Insurance Producer/Agent/Broker,

This booklet is provided to you by the LTC Compliance Department to help guide you through the "rocks and shoals" of advertising. This guide should be read in its entirety before submitting advertising for approval.

We hope you find this guide concise and easy to use. It is by no means a complete collection of all of the rules and regulations of each state, but, rather, a summary of the NAIC Model Rules Health and Long Term Care regulations, Company directives, and the general things we look for when reviewing advertising. It should be helpful when you are preparing new advertising.

As you know, each state has its own laws and regulations, and some states require that LTC advertising be filed for approval. It is our function to help you get your advertising "in compliance" for your state and to file it for approval, if required. By following this guide, it may significantly cut down on the time it takes to get approval for your advertising piece.

We are committed to helping you with quality and compliant advertising materials.

YOUR LTC ADVERTISING COMPLIANCE UNIT

## **GENERAL INFORMATION**

Submit advertising you have created or want to use through your Managing General Agent or Specialist. Include the manner and the state(s) in which it will be used. The National Sales Desk will review it for any obvious changes and, when ready, will send it to LTC Compliance for review and approval. All advertisements used by agents, producer, brokers or solicitors of an insurer must have prior written approval of the Company before use.

Agent recruiting or agent packet pieces that mention the insurance company or LTC product must also be reviewed and approved, must have a form number and final prints must be received by LTC Compliance. The Company must maintain a complete file containing every printed, published or prepared advertisement disseminated in any state, with the manner and extent of distribution and the form number of any policy advertised.

If a business card or telephone book advertisement contains material designed to describe and encourage the purchase of a policy or certificate, the card or advertisement is considered advertising and must be reviewed and approved by LTC Compliance.

Only licensed agents and/or agencies can solicit insurance. If using an agency name, please make sure the agency is licensed or registered in those states requiring it. This includes letterhead or advertisements with "variable" agent information approved by LTC Compliance.

### **Internet Website Materials**

LTC Compliance must approve Internet website materials prior to use. Some states require agent licensing information be included on the website. When an insurance company name is used on a website that includes "education" or "generic" information, the materials may be viewed as advertising and subject to all laws and regulations of a particular state. A general rule is, regardless of the media used, if materials would be considered advertising on paper, those same materials would be considered advertising on the Internet.

## **Email and Facsimile (Fax) Advertising**

Employees and agents are prohibited from sending “unsolicited” advertising via e-mail “spam” or fax. This includes agent recruiting materials sent by these methods.

## **General Advertising Guidelines**

When describing LTCi, use “help” or “may” before words, such as “prevent” and “protect.”

Use words such as “some” “may” and “possibly,” rather than “most” or “many” and “will.”

Keep away from phrases, such as “peace of mind” or “total control,” to describe what a person will have if insurance coverage is obtained. Having insurance coverage does not guarantee a person peace of mind or total control of their care or costs.

Your Managing General Agency or Specialist will contact LTC Compliance to obtain correct references to any Transamerica or AEGON entity, if applicable.

## **Consumer Advertising Includes**

1. Printed and published material, audio visual material, descriptive literature of an insurer used in direct mail, newspapers, magazines, on the Internet (including email), radio scripts, TV scripts, billboards and similar displays; and
2. Descriptive literature and sales aids of all kinds issued by an insurer, agent, producer, broker or solicitor for presentations to members of the insurance-buying public, including, but not limited to, circulars, leaflets, booklets, depictions, illustrations, form letters and lead-generating devices of any kind, as herein defined; and
3. Prepared sales talks, presentations and material for use by agents, brokers, producers and solicitors whether prepared by the insurer of the agent, broker, producer or solicitor.

The definition of “advertisement” also includes advertising material included when the policy is delivered and any material used in the solicitation of renewals and reinstatements.

## **Types of Advertisements for Consumers**

**Institutional Advertisement** – an advertisement having, as its sole purpose, the promotion of the reader’s, viewer’s or listener’s interest in the concept of LTCi, or the promotion of the Company as a seller of LTCi. It does not discuss benefits, nor contain a return card.

**Invitation to Inquire** – an advertisement having, as its objective, the creation of a desire to inquire further about LTCi and which is limited to a brief description of coverage. It may have

a return card. An invitation to inquire may not refer to costs or premiums. It must also include a disclaimer that provides the policy series number and the following or similar language: "For costs and complete details of the coverage, including exclusions, limitations and terms under which the policy may be continued in force, call or write your insurance producer/agent or the company."

**Invitation to Contract** – an advertisement which is neither an invitation to inquire, nor an institutional advertisement; it contains rates or rate samples or has enough information about benefits to be able to make application (i.e., product brochure). An Invitation to Contract must:

1. Disclose any limitations affecting the basic provisions of the policy;
2. Disclose, in negative terms, the extent to which any loss is not covered;
3. Disclose the provisions relating to renewal, cancellation and termination, and any modification of benefits, losses covered, or premiums, because of age or for other reasons, in a manner which shall not minimize or render obscure the qualifying conditions;
4. Include the form or policy series number(s) of the policy advertised; and
5. Disclose that the amount of benefits provided depends upon the plan selected and that the premium will vary with the amount of benefits selected.

## **DO's**

Be Truthful. Watch for "overall" appearance, so as not to be misleading in fact or in implication. All relevant facts must be disclosed.

All advertising must have a form number including any return cards. LTC Compliance will assign the form number if one is not provided by the agent or agency.

Identify an advertisement as being for LTCi.

Identify the company's full name on all advertising.

If the policy trade name is used, follow the policy trade name with "Insurance Policy" or similar words.

If an endorsement or testimonial is used:

- Disclose that it is a "Paid Endorsement," if such is the case;
- Disclose at the beginning of the advertisement that a paid spokesperson is used;
- Do not use irrelevant facts;
- Do not manufacture, substantially edit, or "doctor up" a testimonial and mislead the insurance-buying public;
- Do not use statistics in a manner which is misleading and deceptive;
- A person or entity making an endorsement or acting as a spokesperson of a product, company or agent, may not do anything that would be considered

- soliciting or acquiring the insurance coverage, unless they are properly licensed;
- Testimonials and endorsements used in advertisements must be genuine, represent the current opinion of the author, be applicable to the policy advertised, and be accurately reproduced;
- A copy of the original testimonial (letter, note, memo, etc.) must be given to LTC Compliance;
- Reconfirmation of the opinion must be obtained every year, and a copy must be given to LTC Compliance; and
- Testimonials must be edited to remove language unacceptable to a state's rules and regulations.

Indicate Association Membership is Required, if such is the fact (on non-group policies only).

State Sources of Statistics. The cited source must include the publication name, author and date and must be less than 3 years old (not counting current year). A copy of the source must be sent to the LTC Compliance Department. Sources of statistics and quotes must be taken from their original source not a newspaper or magazine.

Indicate All Required Information. All information required to be disclosed shall be conspicuous and in close proximity to the statements to which such information refers. The following disclaimers are required:

- If a commercial rating is used (i.e., A.M. Best, Standard & Poor's, Fitch or Moody's) regarding the appropriate company's rating language, use only information provided by LTC Compliance.
- If the advertisement will generate an agent solicitation, the statement that "An insurance agent will contact you," must be used on both the lead piece and return card.
- If insurance terminology is used, a sufficient description of a word, phrase or illustration shall be provided by definition or description within the context of the advertisement.
- If the advertisement refers to a total benefit maximum limit payable under the policy in any headline, lead-in or caption, it must also, in the same headline, lead-in or caption, specify the applicable daily limits and other internal limits.
- If a range of benefit levels is set forth in an advertisement, it must be made clear that the insured will receive only the benefit level written or printed in the policy selected and issued.
- If the amount of the benefit payable is based upon a daily pro-rata basis relating to the number of days of confinement, then the amount of the benefit payable on a monthly or weekly basis must be in juxtaposition with an equally

prominent statement of the benefits payable on a daily basis.

- Disclose if benefits vary by age or if the policy contains a limit on the number of days coverage is provided.
- If the advertisement is used by a financial institution (i.e., banks or credit unions), the following disclaimer must be on the advertisement:

**Please Note:** Health Insurance products are not insured by the FDIC or any federal agency, and are not deposits or other obligations or guarantees of any depository financial institution. This LTCi product, including any stated guarantees, is backed solely by the issuing insurance company.

- Additionally, if an advertisement, including brochures, uses language referring to any “tax-qualified” policy, the following disclaimer must be on the advertisement:

*Neither Transamerica Life Insurance Company, Transamerica Financial Life Insurance Company nor any of its agents or representatives give legal, tax or accounting advice, or interpretations of tax law. Please consult your personal attorney or tax advisor for assistance.*

## **DO NOTS**

- Do not use advertising before it has been approved and released by the insurance company.
- Do not use the word “plan” without identifying it as “insurance.”
- Do not use word/phrases that are clear only to those familiar with insurance terminology.
- Do not omit information if it causes any misconception of the policy benefits.
- Do not imply that the recipient has been individually selected when all persons solicited are in a group or age on a mailing list.
- Do not use any material implying connection with any government agency (i.e., ads resembling paper currency, bonds, stock certificates, state flags, etc. or words familiar to any government agency).
- Do not use high pressure tactics that create undue fear or anxiety to induce the purchase or recommend the purchase of insurance through force, fright, or threat, whether explicit or implied.
- Do not use irrelevant facts, including reproductions of publications containing irrelevant facts.
- Do not imply premiums will not be changed in the future.
- Do not imply that long sicknesses or hospital stays are common among the elderly.

- Do not word policy limitations, exceptions or reductions in a positive manner.
- Do not use the term “preexisting condition” without an appropriate definition or description.
- Do not use phrases implying gain or profit from insurance.
- Do not make comparisons of competitors’ policies, benefits, services, or business methods.
- Do not make negative comments about government programs, including Medicare or Medicaid.
- Do not exaggerate mandatory benefits or required policy provisions, or imply that such provisions are unique to the advertised policy. For example, do not use the phrase “Satisfaction Guaranteed” for the required 30-day free look period.
- Do not imply that the insurance coverage is “tailored” or “designed” specifically for a group or individual when it provides a common benefit or a common combination of benefits. In addition, solicitations to a particular class may not state or imply that their occupational status entitles them to reduced rates on a group or other basis when, in fact, the policy being advertised is sold only on an individual basis at regular rates.
- Do not offer an “incentive” gift to attend a seminar, etc.
- Do not state or imply coverage is available for a limited time, introductory, initial or special offer basis or as not available later; or which is available only to certain individuals, unless such is the fact.
- Do not advertise that a particular policy is available only to a segment of the population or similar segments of the population’s preferred risks, when such policy is available to members of the public at large at the same rates.
- Do not use advertising until LTC Compliance has given final written approval.

**The following examples are prohibited:**

- Illustrations which emphasize automobile accidents, persons confined in beds who are in obvious distress, persons receiving hospital or medical bills, or persons being evicted from their homes due to unpaid hospital bills.
- Phrases or devices which unduly excite fear of dependence upon others or charity are unacceptable. An example: "You must spend down all of your assets," or "You must be impoverished," before receiving Medicaid benefits.
- No advertisement may imply that the reader may lose a right or privilege or benefit under federal, state, or local law, if he fails to respond to the advertisement. An example: "the finest kind of treatment," implying such treatment would not be available without insurance.
- Phrases such as "financial disaster," "financial shock," "ruin," "devastation," "wipe-out," or any phrase implying that financial ruin is likely without insurance, may not be used.

Long Term Care Administrative Office:  
P.O. Box 869093  
Plano, TX 75086-9093

Transamerica Life Insurance Company  
Home Office: Cedar Rapids, Iowa

Transamerica Financial Life Insurance Company  
Home Office: Harrison, New York

The Long Term Care Professional Conduct Principles and Policies may change without notice. Please visit the Agent Resource Center at [www.taltc.com](http://www.taltc.com) for updates.

THE LONG TERM CARE PROFESSIONAL CONDUCT PRINCIPLES  
AND POLICIES ACKNOWLEDGMENT

I have received a copy of The Long Term Care Professional Conduct Principles and Policies. I acknowledge that I have read this document and agree to comply with these principles and policies.

Agent Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Agent Number: \_\_\_\_\_

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Tear along the dotted line.

Please fax this form to 1-817-285-3452  
You can also email it to [LTCMkt@Transamerica.com](mailto:LTCMkt@Transamerica.com)

TRANSAMERICA LIFE INSURANCE COMPANY  
TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY



---

*Long Term Care insurance*  
*Professional Conduct Principles & Policies*