

## **To expedite the contracting application process, please follow the instructions below.**

### **If you are completing this for yourself:**

1. Complete the Agent Application on pages two through six.
2. Fill in your name, city and state on page two.
3. Complete and sign page six. (Signature stamps are not accepted.)
4. Send the Agent Application and the Contract in their entirety and all information requested by Humana to your Sales Market Office. Please note that all Agent Application and Contract pages must be completed and submitted for us to process the Agent Application and Contract.
5. A countersigned copy of the Contract can be retrieved from the Humana Agent Portal after your Contract has been activated.

### **If you are completing this for an agency:**

1. Complete the Agency Application on pages seven through ten.
2. Fill in agency name, city and state on page seven.
3. Complete and sign page ten as the Officer. (Signature stamps are not accepted.)
4. Send the Agency Application and the Contract in their entirety and all other information requested by Humana to your Sales Market Office. Please note that all Agency Application and Contract pages must be completed and submitted for us to process the Agency Application and Contract.
5. A countersigned copy of the Contract can be retrieved from the Humana Agent Portal after your Contract has been activated.

**If you are submitting an Agency Application and Contract for an Agency that does not already have an agent contracted with Humana, an Agent Application and Contract must be submitted for at least one agent who Sells on behalf of the Agency.**

# Agent Application

All fields below are required and must be complete and legible

## Agent Information

Social Security Number: \_\_\_\_\_

Full Legal Name (As name appears on your state insurance license)

LAST FIRST MIDDLE SUFFIX

Are you now or have you ever used any name other than shown above?  Yes  No

If yes, list names, dates and reason used: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## Business Address

(For mailing purposes only)

Agency Name: \_\_\_\_\_

Street: \_\_\_\_\_ PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ County: \_\_\_\_\_

## Shipping Address (must be street address)

(For mailing purposes only)

Same as Business Address  Yes  No

Agency Name: \_\_\_\_\_

Street: \_\_\_\_\_ PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ County: \_\_\_\_\_

## Resident Address

Street: \_\_\_\_\_ PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ County: \_\_\_\_\_

## Email Address

\_\_\_\_\_

\_\_\_\_\_

## Website Address(es)

Please list all Website addresses and any lead aggregator sites where you currently or intend to Market or Sell Products in any way: \_\_\_\_\_

or  I do not currently have nor do I intend to have a Website where I market or Sell Products.

*NOTE: All Website use must comply with the terms and conditions of the Humana Producer Contract ("Contract").*

## Compensation Payments

If directing your Compensation to an agency, complete the Agent Business Transferal Form (Appendix, page 48).

**Note that an additional Agency Application and Contract will need to be completed, if the agency is not currently contracted.**

## Direct Deposit

If you are not directing your Compensation to an agency, you must sign up for Direct Deposit of your Compensation. Please complete the Direct Deposit form (Appendix, page 49).

## AGENT BACKGROUND INFORMATION

List your occupation/employment history information in the fields below for the past five years, most recent first. Include full and part-time work, self-employment, military service, unemployment and full-time education.

FROM Mo/Yr	TO Mo/Yr	EMPLOYER NAME/ADDRESS	DUTIES	REASON FOR LEAVING

## AGENT BACKGROUND QUESTIONS

### I. Criminal Background Information

A. Are there any criminal charges pending against you?  Yes  No

B. Have you ever been convicted of or pleaded guilty or no contest to any felony, misdemeanor, or any other violation of law other than minor traffic offenses? If yes, provide complete information and attach copy of court order.  Yes  No

### II. Department of Insurance, Centers for Medicare & Medicaid Services, and other Insurance Industry Background Information

- A. Have you ever been the subject of any investigation or proceeding by any insurance department? Yes No
- B. Have you ever had any agency contract or company appointment canceled for cause (e.g. misrepresentation, misappropriation, etc.)? Yes No
- C. Have you ever been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any insurance department or by any party in the insurance industry? Yes No
- D. Have you ever committed or been found to have committed any insurance unfair trade practice(s) or act(s) of fraud by any insurance department or by any party in the insurance industry? Yes No
- E. Have you ever provided or been found to have provided incorrect, misleading, incomplete, or materially untrue information in an agent licensing application or agent contract? Yes No
- F. Have you ever had a complaint reported against you (even if dismissed) by a consumer and/or insurance company for any reason with any department of insurance, FINRA, or other regulatory reporting agency, including but not limited to Centers for Medicare & Medicaid Services? Yes No
- G. Have you ever been denied a license to sell insurance or membership in any organization or had a license suspended, revoked, or not renewed by any insurance department? Yes No
- H. Have you ever withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license? Yes No
- I. Have you ever been excluded, debarred, or otherwise determined ineligible for participation in federal health care programs, including but not limited to Medicare and Medicaid? Yes No
- J. Are you aware of actions that could result in your exclusion, debarment, or otherwise ineligibility for participation in federal health care programs, including but not limited to Medicare and Medicaid? Yes No

**III. Credit / Financial History Information**

- A. Have you ever filed for bankruptcy? Yes No
- B. Are you or have you ever been, involved in any civil litigation, foreclosures, or had your salary attached or had any liens or judgments outstanding against you? Yes No
- C. Have you ever failed to pay state or federal taxes or comply with any administrative or court order directing payment of state or federal taxes? Yes No

**IV. Information about Other Companies**

- A. Have you or any business in which you are or were an owner, partner, officer or director ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct? Yes No
- B. Are you presently indebted to any insurer, any insurance company, marketing organization, managing general agent, or individual for any premiums collected or monies advanced? Yes No

- C. Have you been denied a bond or application for errors and omissions insurance coverage with any company? Yes No
- D. Have you ever been denied an appointment with any insurance company? Yes No
- E. Have you ever been terminated for cause by any insurance company? Yes No

**V. Legal Proceedings**

- A. Have you ever been named a party in any lawsuit? Yes No
- B. Have you ever failed to comply with an administrative or court order imposing a child support obligation? Yes No

**VI. Other Information**

- A. Are you an officer or employee of a lending institution, public utility, bank holding company, savings and loan holding company, or a subsidiary or affiliate of the foregoing? Yes No
- B. Have you had your driver's license revoked within the past three years? Yes No
- C. Have you ever been or are you currently listed or otherwise identified as a sex offender in any jurisdiction? Yes No
- D. Do you have any other information related to criminal actions, insurance-related misconduct, credit history, financial history, reputation, qualifications, background, experience, moral character, acts of dishonesty, breach of trust, etc., that was not covered by any of the above questions? Yes No

**For any "Yes" answers, please attach a detailed explanation, including any related documentation.**

## Agent Application Terms and Conditions:

Capitalized terms used in this “Terms and Conditions” section are defined as set forth in Section 16 of the Contract.

I have thoroughly reviewed this and have completed it and answered all questions truthfully and accurately to the best of my knowledge and belief. I agree that I will not Sell Products offered by the Company until I receive notification from the Company that I am authorized to Sell Products offered by the Company and I have satisfied all the applicable requirements for the Products I intend to Sell, including but not limited to required Training, certification, licensing, appointment, execution of the Contract and all applicable requirements in such Contract or otherwise required by Applicable Laws. I understand and agree that any misrepresentations, misstatements, errors, or omissions that I submit on this Application may result in immediate cancellation of my appointment with the Company, termination of the Contract, and/or any further actions by the Company.

I understand that as part of its approval process and at any time throughout the term of my appointment and Contract with the Company and at the Company’s discretion, the Company may obtain a Background Report. I hereby authorize the Company and give my full consent for such reports and information to be obtained by the Company at any time after the Company’s receipt of this Application and throughout the term of my appointment and Contract with the Company. I fully understand and agree that the scope of this authorization and consent is all-encompassing, allowing the Company to obtain from any outside organization all manner of investigative consumer reports now and throughout the term of my appointment and Contract.

I grant full authorization to the Company to communicate with me via phone, fax, email or any other electronic means at the numbers/addresses I have provided herein or at any numbers/addresses I subsequently provide to the Company. I understand that such communications may qualify as advertisements under Applicable Laws and I consent to receive such advertisements. This authorization and permission shall remain effective until withdrawn by me in a manner that satisfies the Notice requirements outlined in Section 10.2 of the Contract.

### EXECUTED BY THE AGENT:

**X**

\_\_\_\_\_  
(Name- print or type)

**X**

\_\_\_\_\_  
(Authorized Signature)

**X**

\_\_\_\_\_  
(Date)

# Agency Application

All fields below are required and must be complete and legible

## Agency Information

Federal Tax ID #:

Agency Full Legal Name:

Is the Agency now using or has it ever used any name other than shown above?  Yes  No

If yes, list names, dates and reasons used: \_\_\_\_\_

Type of Entity (please check one):

Corporation  Limited Liability Company  Partnership  Sole Proprietorship

## Business Address

(For mailing purposes only)

Agency Name:

Street:

PO Box:

City:

State:

ZIP:

County:

Primary Phone:

Secondary Phone:

Fax:

## Shipping Address (must be street address)

(For mailing purposes only)

Same as Business Address  Yes  No

Agency Name:

Street:

PO Box:

City:

State:

ZIP:

County:

## Email Address

## Website Address(es)

Please list all Website addresses and any lead aggregator sites where the Agency currently or intends to Market or Sell Products in any way: \_\_\_\_\_

or  the Agency does not currently have nor does the Agency intend to have a Website where the Agency Markets or Sells Products.

NOTE: All Website use must comply with the terms and conditions of the Humana Producer Contract ("Contract").

## Agent Affiliation (Name of an agent you are working with)

Name:

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Social Security Number:

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Address:

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### AGENCY BACKGROUND QUESTIONS

For purposes of these background questions, "Agency" shall include principals, owners, partners, officers, managers, directors, and members of the Agency.

#### I. Criminal Background Information

- A. Are there any criminal charges pending against the Agency?  Yes  No
- B. Has the Agency ever been convicted of or pleaded guilty or no contest to any felony, misdemeanor, or any other violation of law?  Yes  No

If yes, provide complete information and attach copy of court order.

#### II. Department of Insurance, Centers for Medicare and Medicaid Services, and other Insurance Industry Background Information

- A. Has the Agency ever been the subject of any investigation or proceeding by any insurance department?  Yes  No
- B. Has the Agency ever had any agency contract or company appointment canceled for cause (e.g. misrepresentation, misappropriation, etc.)?  Yes  No
- C. Has the Agency ever been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any insurance department or by any party in the insurance industry?  Yes  No
- D. Has the Agency ever committed or been found to have committed any insurance unfair trade practice(s) or act(s) of fraud by any insurance department or by any party in the insurance industry?  Yes  No
- E. Has the Agency ever provided or been found to have provided incorrect, misleading, incomplete, or materially untrue information in an agency licensing application or agency contract?  Yes  No
- F. Has the Agency ever had a complaint reported against the Agency (even if dismissed) by a consumer and/or insurance company for any reason with any department of insurance, FINRA, or other regulatory reporting agency, including but not limited to Centers for Medicare & Medicaid Services?  Yes  No
- G. Has the Agency ever been denied a license to sell insurance or membership in any organization or had a license suspended, revoked, or not renewed by any insurance department?  Yes  No
- H. Has the Agency ever withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license?  Yes  No



- I. Has the Agency ever been excluded, debarred, or otherwise determined ineligible for participation in federal health care programs, including but not limited to Medicare and Medicaid? Yes No
- J. Is the Agency aware of actions that could result in the Agency's exclusion, debarment, or otherwise ineligibility for participation in federal health care programs, including but not limited to Medicare and Medicaid? Yes No

**III. Credit / Financial History Information**

- A. Has the Agency ever filed for bankruptcy? Yes No
- B. Is the Agency or has the Agency ever been, involved in any civil litigation, foreclosures, or had salary attached or had any liens or judgments outstanding against the Agency? Yes No
- C. Has the Agency ever failed to pay state or federal taxes or comply with any administrative or court order directing payment of state or federal taxes? Yes No

**IV. Information about Other Companies**

- A. Has the Agency or any business in which the Agency is or has an owner, principal, partner, officer, manager, director, or member ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct? Yes No
- B. Is the Agency presently indebted to any insurer, any insurance company, marketing organization, managing general agent, or individual for any premiums collected or monies advanced? Yes No
- C. Has the Agency been denied a bond or application for errors and omissions insurance coverage with any company? Yes No
- D. Has the Agency ever been denied an appointment with any insurance company? Yes No
- E. Has the Agency ever been terminated for cause by any insurance company? Yes No

**V. Legal Proceedings**

- A. Has the Agency ever been named a party in any lawsuit? Yes No

**VI. Other Information**

- A. Is there any information regarding the agency related to criminal actions, insurance-related misconduct, credit history, financial history, reputation, qualifications, background, experience, moral character, acts of dishonesty, breach of trust, etc., that was not covered by any of the above questions? Yes No

**For any "Yes" answers, please attach a detailed explanation, including any related documentation.**

## Agency Application Terms and Conditions:

Capitalized terms used in this “Terms and Conditions” section are defined as set forth in Section 16 of the Contract.

I have thoroughly reviewed this Application and have completed it and answered all questions truthfully and accurately to the best of my knowledge and belief. I agree that the agency will not Sell Products offered by the Company until the agency receives notification from the Company that the agency is authorized to Sell Products offered by the Company and the agency has satisfied all the applicable requirements for the Products the agency intends to Sell, including but not limited to required Training, certification, licensing, appointment, execution of the Contract and all applicable requirements in such Contract or otherwise required by Applicable Laws. I understand and agree that any misrepresentations, misstatements, errors, or omissions that I submit on this Application may result in immediate cancellation of the agency’s appointment with the Company, termination of the Contract, and/or any further actions by the Company.

I understand that as part of its approval process and at any time throughout the term of the agency’s appointment and Contract with the Company and at the Company’s discretion, the Company may obtain a Background Report. I hereby authorize the Company and give my full consent for such reports and information to be obtained by the Company at any time after the Company’s receipt of this Application and throughout the term of the agency’s appointment and Contract with the Company. I fully understand and agree that the scope of this authorization and consent is all-encompassing, allowing the Company to obtain from any outside organization all manner of investigative consumer reports now and throughout the term of the agency’s appointment and Contract.

I grant full authorization to the Company to communicate with the agency via phone, fax, email or any other electronic means at the numbers/addresses I have provided herein or at any numbers/addresses the agency subsequently provides to the Company. I understand that such communications may qualify as advertisements under Applicable Laws and the agency consents to receive such advertisements. This authorization and permission shall remain effective until withdrawn by me in a manner that satisfies the Notice requirements outlined in Section 10.2 of the Contract.

### EXECUTED BY THE AGENT:

**X**

\_\_\_\_\_  
(Name- print or type)

**X**

\_\_\_\_\_  
(Authorized Signature)

**X**

\_\_\_\_\_  
(Date)

# Humana Producer Contract

This Humana Producer Contract, including all amendments, exhibits, Company Policies, the Agent or Agency Application (“Application”), and Producer Partnership Plans (collectively, the “Contract”), is made and entered into between Humana Insurance Company, Humana Health Plan, Inc. and all of their insurer or health plan affiliates and subsidiaries except Kanawha Insurance Company (collectively, the “Company”) and

**X**

[INSERT AGENT OR AGENCY NAME], and all of its affiliates and subsidiaries (collectively, “Producer”). The Company and Producer also are referred to in this Contract individually and collectively, as the “Party” or “Parties.”

In consideration of the mutual promises, covenants and agreements stated in this Contract, and intending to be legally bound by this Contract, the Parties agree as follows:

## SECTION 1. DEFINITIONS

1.1 Capitalized terms used in this Contract are defined as set forth in Section 16 unless defined elsewhere in the Contract.

## SECTION 2. TERM OF THIS CONTRACT

2.1 This Contract begins on the Execution Date and continues until the Contract terminates in accordance with Section 13.

## SECTION 3. ORDER OF PRECEDENCE

3.1 If the following parts of the Contract conflict, the order of precedence is listed below with “(A)” taking highest precedence and “(D)” taking lowest precedence:

- (A) Humana Producer Contract, including all amendments and exhibits;
- (B) The Application;
- (C) The applicable Producer Partnership Plan; and
- (D) Company Policies.

## SECTION 4. RELATIONSHIP OF THE PARTIES

4.1 Agent or Agency of the Company. By entering into this Contract, Producer shall be deemed an agent or agency of the Company.

4.2 Independent Contractor. Producer shall perform services under this Contract at all times as an independent contractor of the Company and not as an employee, partner, joint venturer, officer, or associate of the Company. Nothing contained in this Contract shall be construed to create any relationship other than that of an independent contractor relationship. Producer is not the Company’s employee, and Producer assumes full responsibility for his acts. Unless otherwise specifically stated in this Contract, Producer is solely responsible for all duties and responsibilities that an independent contractor must perform, including payment of his expenses incurred in the performance of services under this Contract. Producer is not entitled to the provision of any of the Company’s employee benefits. Producer is solely responsible for payment of worker’s compensation, disability or other similar benefits, unemployment or other similar insurance and for withholding income or other similar taxes or social security for Producer and any Associates.

## SECTION 17. SIGNATURES

I acknowledge that I am in possession of the Contract and accept all provisions contained in the Contract. I declare that I am duly authorized to execute this Contract on behalf of Producer. I shall not Sell any Product or take any other action on behalf of the Company until I receive Notice from the Company that the Contract is in effect.

The undersigned Parties agree to the terms of the Contract as specified herein or as such terms may be amended from time to time.

I represent that the information I have provided in the Application and this Contract is accurate, complete and true to the best of my knowledge and belief.

### EXECUTED BY PRODUCER:

**X**

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Street Address, City, State, Zip)

### EXECUTED ON BEHALF OF THE APPLICABLE INSURANCE COMPANY BY:

**X**

\_\_\_\_\_  
(Signature)

Alan Wheatley, President, Retail Segment

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

\_\_\_\_\_  
(Date)

## NOTICE TO WASHINGTON RESIDENTS

You have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive from us a complete and accurate disclosure of the nature and scope of the investigation we requested. You also have the right to request from GIS a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and the delegated agent relationship for which you have applied involves: (1) access to customer personal and financial information not customarily provided in a retail transaction; and (2) access to the Company's proprietary and confidential business information.

I acknowledge receipt of this disclosure and authorize Humana to obtain a consumer report and/or investigative consumer report on me for any permissible purposes.

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

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

Social Security Number: \_\_\_\_\_

## Appendix

# Agent Business Transferal Form (ABTF)

The current Agent of Record may designate that a new Agent/Agency of Record be established for the type of policies identified below. The change of payment to an agent or new agency will only be applicable to future commissions payable after we have processed this form. You can only name a new Agent/Agency of Record for business that you are the current Agent of Record on.

### Section 1- Agent Information

Agent Name (Please print)	SSN	Humana Agent Number/SAN
Business Address (Will only apply to the agent named above) (Change? <input type="checkbox"/> Yes <input type="checkbox"/> No)		
Email (Change? <input type="checkbox"/> Yes <input type="checkbox"/> No)		

### Section 2- Complete for each applicable type of business

<p style="text-align: center;"><b>MEDICARE</b> (Valid Medicare amendment required)</p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing &amp; Future Business</p>	<p style="text-align: center;"><b>INDIVIDUAL MAJOR MEDICAL, LIFE, TRADITIONAL PLUS DENTAL</b></p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing &amp; Future</p>
PAY TO: Agent/Agency Name	PAY TO: Agent/Agency Name
PAY TO: SSN/TIN	PAY TO: SSN/TIN
PAY TO: Humana Agent Number/SAN	PAY TO: Humana Agent Number/SAN
<p style="text-align: center;"><b>INDIVIDUAL LIFE &amp; SUPPLEMENTAL PRODUCTS</b></p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing &amp; Future Business</p>	<p style="text-align: center;"><b>STAND ALONE DENTAL &amp; STAND ALONE VISION</b></p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing &amp; Future</p>
PAY TO: Agent/Agency Name	PAY TO: Agent/Agency Name
PAY TO: SSN/TIN	PAY TO: SSN/TIN
PAY TO: Humana Agent Number/SAN	PAY TO: Humana Agent Number/SAN
<p style="text-align: center;"><b>GROUP COMMERCIAL MEDICAL, DENTAL, VISION, LIFE, STD, LTD</b></p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing &amp; Future Business</p>	<p style="text-align: center;"><b>GROUP WORKPLACE VOLUNTARY BENEFITS</b></p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing &amp; Future</p>
PAY TO: Agent/Agency Name	PAY TO: Agent/Agency Name
PAY TO: SSN/TIN	PAY TO: SSN/TIN
PAY TO: Humana Agent Number/SAN	PAY TO: Humana Agent Number/SAN

### Section 2- Signature of Agent Listed in Section 1

This form may only be agreed to and signed by the Agent of Record who is currently receiving commissions on the above referenced policies. As the current Agent of Record (AOR) I am requesting that the AOR be changed for the type of policies as indicated on this form. The party to receive commissions must have a valid Producer Contract on file and be properly licensed and appointed by Humana to receive commissions. 1099 forms will reflect the amount of compensation that the Agent/Agency of Record received for any given year. All business and commissions are subject to the terms and provisions of the Producer Contract. *State regulatory licensing and appointing requirements regarding payment of commissions apply. The Agent of Record on a policy can only be changed by the current Agent of Record. Assignment of payment is not valid until Humana approves.*

Signature of Agent	Date
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# Authorization Agreement for Automatic Deposit

I (We) hereby authorize Humana to initiate Automated Clearing House credits and, if necessary, make corrections for any entries made to my account in error.

## Producer Information

Producer requesting automatic deposit: \_\_\_\_\_

Social Security number/Tax ID number: \_\_\_\_\_

SAN number (if applicable): \_\_\_\_\_

Please indicate transaction type:

Set-up     Change     Cancel

## Financial Information

Please indicate type of account:     Savings     Checking

Bank Name: \_\_\_\_\_

Bank City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bank phone number: \_\_\_\_\_

Bank account number: \_\_\_\_\_

Bank routing number: \_\_\_\_\_

*(Please provide the nine-digit routing number on your check, not the deposit slip.)*

This authorization will remain in force until written notification of termination or change is received by Humana in such time and in such manner as to afford Humana a reasonable opportunity to act on it.

NOTE: Direct deposit set-up requires that the bank account and routing number must be verified for accuracy before any funds are transferred. For this reason, you may receive one or two commission checks that need to be cashed.

Print Name: \_\_\_\_\_

Title (owner/officer only): \_\_\_\_\_

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

