



Helping Agents Take Care of Business

Producer Appointment Checklist for Licensed Only Agents (LOA)

Licensed ONLY Agents

For completion:

- Important Information - Complete if submitting new business
- Producer Appointment Application
- Producer's Conditional Agreement

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

- Anti-Money Laundering Training for Agents
- A Summary of Your Rights Under the Fair Credit Reporting Act
- Fair Credit Reporting Act Disclosure
- 1994 Crime Act Notice
- Code of Professional Conduct

**To Be Completed by Recruiter:**

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

Select how commissions are to be paid:

As earned: \_\_\_\_\_

Annualization/Placed Advance: Check one option  25%  50%  75% (please include form)

Commission Schedule Level: \_\_\_\_\_

Recruiter's name: \_\_\_\_\_

Marketing office: \_\_\_\_\_

Type of Business:  Final Expense  Medicare Supplement

State Appointment(s) requested for business: \_\_\_\_\_

Policy Pending # \_\_\_\_\_  No New Business at this Time

Agent to be placed under the hierarchy of \_\_\_\_\_

**PLEASE SUBMIT CHECKLIST AND ALL OTHER PAPERWORK VIA FAX: 231-922-0129 OR  
EMAIL: [kcano@wrightinsurancegroup.com](mailto:kcano@wrightinsurancegroup.com)**

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## **Important Information**

### **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 \_\_\_\_\_

Type of business written \_\_\_\_\_

### **Pre-Appointment States**

The following states require an appointment at the time of solicitation:

- Alabama
- Kansas
- Kentucky
- Louisiana
- Missouri
- Montana
- Ohio
- Pennsylvania
- Puerto Rico
- Texas
- Vermont
- Washington
- Wisconsin

If business will be written in any of the above states, please ensure an appointment is already in place.

*This list is subject to change without notice if state regulations change.*

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**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 Casualty Insurance Company	<input type="checkbox"/> Transamerica Financial Life Insurance Company
<input type="checkbox"/> Transamerica Life Insurance Company	<input type="checkbox"/> Transamerica Premier 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:			

<b>HOME ADDRESS</b> (Mandatory for background investigative report requirements.)			
STREET:			APT#:
CITY:	STATE:	ZIP:	COUNTRY:
<b>BUSINESS ENTITY NAME IF APPLICABLE:</b>			
<b>BUSINESS ADDRESS</b> (if different than Home Address):			
STREET:		STE#:	P.O. BOX:
CITY:	STATE:	ZIP:	COUNTRY:

**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:

**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)

I acknowledge that I have read the Anti-Money Laundering Training for Agents materials provided and I agree to report any suspicious activity to my manager or directly to the Company.

\_\_\_\_\_  
Signature-(Full Name)

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





## PRODUCER'S CONDITIONAL AGREEMENT

As an agent who has been appointed with Transamerica Financial Life Insurance Company, Transamerica Life Insurance Company, and/or Transamerica Premier Life Insurance Company (each individually referred to as "the Company"), I acknowledge and agree that if I am appointed with more than one Company, the Producer's Conditional 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 obligations and responsibilities between me and one Company are separate and distinct from the 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. I further have agreed to the following:

- a. Unless I hold a personal contract with the Company which govern(s) fixed insurance products, the Company has no obligation to pay me commissions or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance products issued by the Company, it being expressly understood that I will be compensated pursuant to a separate agreement between me and my current Broker-Dealer or Agency and I will have no right, remedy, or recourse against the Company for any compensation. Unless otherwise notified by the Company in writing, this Agreement will remain in effect upon my transfer to another Broker-Dealer or Agency having a Selling Agreement in effect with the Company, provided my appointment with the Company has not been terminated. The understandings in this paragraph will not apply to the sale of any products for which I have entered into a separate agreement with the Company.
- b. I understand that no commissions are payable on a policy which replaces, exchanges, or terminates another policy of the Company or any of its affiliates unless such replacement is accomplished in accordance with the Company rules in force at that time.
- c. I will comply with all applicable laws and regulations of the states in which I sell products including, but not limited to, obtaining and maintaining any necessary licenses for the solicitation of insurance.
- d. I will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect. I will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use.
- e. I will deliver any policy sent to me within thirty (30) days from the postmark date such policy is mailed by the Company.
- f. I will promptly remit to the Company any and all monies received by me on behalf of the Company as payments on life insurance policies, and I have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the insurance policy in force. All monies or securities received by me as full or partial payment of premiums or for any other item without exception, shall be held by me in trust separate from my own or other funds and will be immediately delivered and paid to the Company.
- g. The Company may, with or without cause and without liability to me whatsoever, cancel my appointment at any time, and upon termination of this Agreement I will immediately deliver to the Company all records, sales and advertising material, stationery, business cards, computer software and other supplies connected with the Company's business.
- h. I will comply with the Company's Code of Professional Conduct for Producers and Employees as it may be amended from time to time. I understand and agree to the following policies.
- i. I will comply with all applicable laws and regulations to protect the privacy of nonpublic information that I have about an applicant, owner, insured, beneficiary, or other person who seeks to obtain, obtains or has obtained a product or service from the Company. If I receive such nonpublic information from the Company, I will maintain the confidentiality of such information and understand that I am prohibited from using such information other than to carry out the purpose for which such information was disclosed to me. I agree to take reasonable measures to secure and safeguard such nonpublic information in my possession (including appropriate destruction and disposal methods). I also agree to notify the Company within 48 hours upon learning of an actual or potential breach involving the privacy or security of any nonpublic client information in my possession, or in the possession of my employee, agent, representative, or vendor/subcontractor.
- j. I will comply with the Company's rules for electronic imaging and transmission of documents.
- k. I will comply with the Company's anti-money laundering policies and reporting requirements and understand that failure to comply may result in termination of my appointment.
- l. I will comply with all applicable laws, regulations and company policies pertaining to requirements that products be suitable for the purchaser.

## 7.1 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 (A) notify us as promptly as possible, and in any event prior to responding thereto, of the terms of and circumstances relating to such request, (B) consult with us on the advisability of attempting to resist or narrow such request, and (C) 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.

**7.2 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:

- a. You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in Section 7.6(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.
- b. You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.
- c. 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.

**7.3 ACE Designation under HIPAA** – You acknowledge that the health care components of the Companies (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 any Company 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.

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

- a. 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 7.6(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.
- b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

## **7.5 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 (A) 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; (B) 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 (C) 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.

## **7.6 Additional Provisions Relating to Confidentiality Generally, GLBA, and HIPAA**

- a. In response to an unsolicited direct Policyholder, Certificateholder, 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, Certificateholder, 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 7.2, 7.4, 7.5, or 7.6 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 7.2, 7.4, 7.5, or 7.6 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.

Other principles and standards to use in daily conduct can be found in the Practical Guide to Professional Conduct. These policies, procedures and guidelines can be changed from time to time.

**Transamerica Financial Life Insurance Company  
Transamerica Life Insurance Company  
Transamerica Premier Life Insurance Company**



**Patrick Melchert  
Vice President**

**ACKNOWLEDGEMENT**

**I acknowledge that I have read, understood, and accept the provisions of this agreement. Except as expressly supplemented by this Agreement, all other terms and conditions contained in the Agreement remain in full force and effect.**

\_\_\_\_\_  
**NAME (Please Print)**

\_\_\_\_\_  
**AGENT NUMBER**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

# **ANTI-MONEY LAUNDERING TRAINING FOR AGENTS**

## **TRANSAMERICA LIFE & PROTECTION**

**Division of the following Statutory Companies:**

TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY  
TRANSAMERICA LIFE INSURANCE COMPANY  
TRANSAMERICA PREMIER LIFE INSURANCE COMPANY  
TRANSAMERICA CASUALTY INSURANCE COMPANY  
(Collectively referred to as "Transamerica")











Note: This training is intended for agents who are not employees of the listed statutory companies (referred to herein as "Transamerica").

## Anti-Money Laundering Policies and Procedures

**If you have any questions about the Anti-Money Laundering Policy and Procedures or any concerns regarding suspicious activity please contact your AML Compliance Officer.**

### EXAMPLES OF SUSPICIOUS ACTIVITY

When working with prospective clients you should be on the alert for any signs of unusual activity which might indicate intent to launder money. Here are examples of “red flags” that you should report:

-  Customers exhibiting unusual concern with Transamerica’s obligations to file reports of certain transactions with U.S. government agencies, or refusal to provide information required to prepare such reports.
-  Customers who request that a transaction be processed in such a manner so as to avoid Transamerica’s normal documentation requirements.
-  Customers who provide suspect or unverifiable identification or are hesitant to supply identifying information.
-  Customers who provide incomplete or confusing descriptions of the nature of their business.
-  Customers who wish to purchase multiple policies or who indicate funds will be deposited from multiple sources.
-  Large overpayment of premiums not consistent with the customer’s past payments. This is particularly suspicious if the customer requests a disbursement shortly after the payment.
-  Customers who make multiple payments, followed shortly thereafter by a request to surrender the policy.
-  Customer policy purchased in amounts considered beyond customer’s apparent means.
-  Payments submitted by an unrelated third-party.
-  Customers who have an association with, or have accounts in, a country identified as a haven for money laundering require extra due diligence.

### WHERE TO REPORT SUSPICIOUS ACTIVITY

You may report suspicious activity to your Manager or directly to the Transamerica Financial Crimes toll free hotline number, (866) 622-5004.

# Overview

## BACKGROUND

The USA PATRIOT Act (the "Act") was enacted by U.S. Congress and signed into law by President George W. Bush on October 26, 2001. The Act is an acronym for Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism. This law, enacted in response to the terrorist attacks of September 11, 2001, strengthens our nation's ability to combat terrorism and prevent and detect money-laundering activities.

In 2006, the U.S. Treasury Department mandated that all insurance companies implement an AML Compliance program for the company's "covered products," which includes any permanent life insurance policy (other than group), any annuity contract (other than group), or any other insurance product with features of cash value or investment.

In addition to the AML program, insurers are required to file Suspicious Activity Reports (SAR). The purpose of reporting a SAR is to assist law enforcement in the detection and prevention of money laundering and terrorist financing. The type of transactions this rule pertains to are those transactions that an insurance company knows, suspects or has reason to suspect involve funds that are derived from an illegal activity. Other transactions may include those designed to evade reporting requirements, or has no business or apparent lawful purpose and involves the use of the insurance company to facilitate criminal activity, including terrorist financing.

It is Transamerica's policy to comply with all laws and regulations designed to prevent the laundering of proceeds from illegal or criminal activity through legitimate financial institutions. Transamerica has established policies and procedures designed to reasonably prevent the laundering or facilitating of laundering of money from criminal activity. Transamerica monitors transactions for suspicious activity, which may indicate the existence of a crime. Transamerica must file reports to assist the government in investigating and prosecuting money laundering and terrorist financing activities.

As our sales agents, you play an important role in our prevention efforts by ensuring that we secure the proper information from applicants and by remaining alert for any signs that the applicants are engaging in money laundering or terrorist financing activities. Failure to comply with laws prohibiting money laundering or terrorist financing may result in significant criminal, civil or regulatory penalties or reputation harm that could ensue from any association with money laundering or terrorist financing activities.

## MONEY LAUNDERING AND TERRORIST FINANCING DEFINED

**Money laundering** is a process through which the proceeds from illegal activity are 'washed' to legitimize them or disguise their true source. There are two basic definitions of money laundering within the federal government and the IRS:

- Taking the proceeds from an illegal activity and making them appear to be from a legal activity.
- Taking the proceeds from an illegal activity and hiding them or placing them beyond the reach of the government.

**Terrorist financing** involves the use of money, which may be lawfully obtained, to fund illegal activities. Because the transactions often have a legitimate origin and can often involve small amounts of money, terrorist financing can be more difficult to identify than money-laundering activities. However, an effective anti-money laundering program can help prevent the use of legal funds for terrorism activities.

## **THREE STAGES OF MONEY LAUNDERING**

The basic money laundering process is accomplished via a three-stage method. These stages are known as placement, layering, and integration.

### 1. Placement Stage

During the placement stage of money laundering, the proceeds from illegal activity are first introduced into the financial system. The criminal or accomplice may make a single deposit, perhaps into a single premium life insurance policy or single premium deferred annuity, may pay premiums for a policy a year or more in advance, or break up large amounts of cash into less conspicuous smaller sums, typically less than \$10,000. A series of monetary instruments (cashier checks, money orders, etc.) or a combination of cash and monetary instruments may also be deposited into an account at a financial institution or used to purchase a policy.

### 2. Layering Stage

The layering stage takes place after the funds have entered the financial system. In this stage the criminal or his accomplice tries to separate or distance the proceeds of the criminal activity from their origin through the use of complex financial transactions, such as converting cash into traveler's checks, money orders, wire transfers, letters of credit, stocks, bonds or by purchasing valuable assets, such as art or jewelry.

### 3. Integration Stage

The integration stage involves the use of apparently legitimate transactions to disguise the illicit proceeds, allowing the laundered funds to be disbursed back to the criminal. At this stage, the funds are moved back into mainstream economic activities. Following are three types of transactions typically used to accomplish integration:

- Loans or withdrawals from a life insurance or annuity;
- Surrendering of a life insurance or annuity;
- Cancellation of a life insurance policy during the free look period, especially where the policy was paid for with cash or a cash equivalent (money order, cashier's check, travelers check, or credit card).

## **MONEY LAUNDERING AND TERRORIST FINANCING EXAMPLES**

Insurance companies can be used in all phases of money laundering schemes. The following are examples of money laundering and terrorist financing.

### Example 1

A successful businessman contacted an insurance agent and stated that he owned a restaurant and had recently inherited a large sum of money from his grandmother. The businessman did not express a particular interest in the product features, but promised the agent substantial future business. Communication with the businessman was difficult because he was not available on the cell phone number he provided and he always had to return the agent's call. When pressed, the businessman was reluctant to provide information such as his personal address. To open the account the businessman stated that he would have the funds wired to the insurance company. The insurance company received a wire for \$2,200,000 to fund a life insurance policy and three variable annuities. Two weeks later the insurance company received a request for a full surrender of the life insurance and annuities with the funds to be wired to another bank.

### Example 2

Local police authorities were investigating the placement of cash by an illegal drug trafficker. The funds were deposited into several bank accounts and then transferred to an offshore account. The drug trafficker then purchased a \$75,000 life insurance policy. Two separate wire transfer payments were made into the policy from the offshore accounts. The funds used for payment were purportedly the proceeds of overseas investments. At the time of the drug trafficker's arrest, the insurance company had received instructions for an early surrender of the policy.

### Example 3

A terrorist group may establish a charity as a front for financing terrorist activity and open an annuity or key employee life contract with the charity as the owner. Funds can be moved in and out of the contracts under the guise of an investment for the charity, while funds are really being channeled towards a terrorist operation.



## **ANTI-MONEY LAUNDERING PROGRAM REQUIREMENTS**

The AML compliance program, at a minimum, must include the following:

1. Incorporate policies, procedures, and internal controls based upon Transamerica Life & Protection's assessment of the money laundering and terrorist financing risks associated with its covered products;
2. The designation of an AML Compliance Officer who will be responsible for ensuring that the AML program is being implemented effectively, including monitoring compliance of its agents and brokers, that the AML program is updated and appropriate persons are educated and trained regarding AML issues;
3. Provide for ongoing training of appropriate persons (including employees and independent agents/brokers) concerning their responsibilities under the program; and
4. Provide for independent testing to monitor and maintain an adequate program.

## **CASH AND CASH EQUIVALENT TRACKING, MONITORING AND REPORTING**

Cash and cash equivalents can be used to launder money from illegal activities. The government can often trace this laundered money through the reports of cash and cash equivalent required of businesses. Cash is defined as U.S. coin or currency. Cash equivalents are defined as cashier's check, bank draft, traveler's check, or money order having a face amount of \$10,000 or less, that is received either in a "designated reporting transaction" or in any transaction in which the recipient knows that the instrument is being used to avoid reporting of the transaction.

Transamerica maintains a database where payment by cash equivalents are entered and monitored for suspicious activity and reported to FinCEN via a SAR if appropriate.

## **KNOW YOUR CUSTOMER**

One of the best defenses in any AML program is to "Know Your Customer". The full identification of our customer's and their business entities is important. Obtaining information of the source of funds used in a transaction and the source of a customer's wealth will help determine whether the customer transactions are within the scope of his/her capabilities or if they are suspicious. Identifying a customer's needs to determine the appropriateness of a product can help in this process. At this point, the application will be used to obtain the necessary information. If a customer attempts to circumvent any of the rules, the case should be evaluated with a more cautious eye.

## **OFFICE OF FOREIGN ASSETS CONTROL**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury administers and enforces economic and trade sanctions against targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers based on U.S. foreign policy and national security goals.

All U.S. persons or "persons subject to the jurisdiction of the U.S." must comply with OFAC regulations. This includes: 1) U.S. citizens and lawful permanent residents, wherever they are located; 2) people, companies, and other entities located in the U.S. (including foreign branches, agencies and offices of overseas companies located in the U.S.); and 3) all US companies (including insurance companies, broker-dealers, reinsurers, investment companies and other financial institutions), including their foreign branches. Some of the existing sanctions (such as those pertaining to Trading with the Enemy Act), also require compliance by all foreign subsidiaries of US companies.

OFAC regulations provide that all insurance contracts, securities accounts or assets in which there is a direct/indirect interest by Specially Designated Nationals ("SDN"), blocked persons, or individuals/entities from countries covered by applicable sanctions must be "blocked" or "frozen" against further withdrawals, transfers, changes in beneficiary, etc. "Blocked" accounts must be segregated by the broker-dealer or held in a separate account from the general account of an insurer, reported to Treasury within 10 days of discovery and, going forward, credited interest at a rate comparable to an interest bearing account at a bank with a similar deposit and duration. Rights in these policies may not be transferred without authorization from OFAC this includes changes in beneficiaries, assignments or pledges of an insured's interest under a blocked policy.

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## ANTI-MONEY LAUNDERING TRAINING ACKNOWLEDGEMENT

I, \_\_\_\_\_ acknowledge that I have read and understand the Anti-Money Laundering Training for Agents materials provided by Transamerica Life & Protection. I agree to report any suspicious activity to my manager or directly to Transamerica.

\_\_\_\_\_  
(Agent Name – please print)

\_\_\_\_\_  
(Signature of Agent)

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

XXX - XX- \_\_\_\_\_  
(Social Security Number – last four digits only)

## TRANSAMERICA LIFE & PROTECTION

### Division of the following Statutory Companies:

TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY  
TRANSAMERICA LIFE INSURANCE COMPANY  
TRANSAMERICA PREMIER LIFE INSURANCE COMPANY  
TRANSAMERICA CASUALTY INSURANCE COMPANY  
(Collectively referred to as "Transamerica")

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## **FAIR CREDIT REPORTING ACT DISCLOSURE AND AUTHORIZATION OF CONSUMER REPORT/INVESTIGATIVE CONSUMER REPORT DISCLOSURE**

Federal law requires you be advised that in connection with your application for appointment with Transamerica Casualty Insurance Company, Transamerica Financial Life Insurance Company, Transamerica Life Insurance Company, and/or Transamerica Premier Life Insurance Company, (each individually referred to as “the Company”) 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 the Company’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**

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## **“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.

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**CODE OF PROFESSIONAL CONDUCT  
FOR PRODUCERS AND EMPLOYEES  
OF  
the Transamerica Companies<sup>1</sup>  
(the “Company”)**

**Revised June 2012**

*As a Company, we are committed to treating our customers fairly and ethically. That is why we have adopted this Code for our producers and employees. Our producers (the individuals and firms authorized to sell our products) have a responsibility to treat our customers fairly and ethically. Our employees—who support our producers and serve our mutual customers—share that responsibility and trust. The Company applies the following Principles to its markets and lines of business.*

**PRINCIPLES**

**The Company commits itself, in all of its markets and business, to:**

- Conduct business according to high standards of honesty and fairness and to treat our customers as we would expect to be treated.
- Provide competent and customer-focused sales and service.
- Compete fairly.
- Provide advertising and sales material that is clear, honest and fair.
- Handle customer complaints and disputes fairly and promptly.
- Maintain a system of supervision and monitoring reasonably designed to demonstrate the Company’s commitment to and compliance with these principles.

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<sup>1</sup> “Transamerica Companies”, as used in this Code, refers to the life insurance companies and any non-securities affiliates of the Transamerica group of companies. This Code applies to those companies and to their products, including insurance products and non-insurance products. This Code does not apply to our securities affiliates (e.g., affiliated broker-dealers, investment advisers, transfer agents, mutual fund complexes, investment companies and life insurance company separate accounts) because they are each required by their securities regulators to have their own unique compliance framework, policies and procedures.

*In addition, the Company has adopted the following Policies specific to the Company's products (referred to as "Products").*

## POLICIES

**It is the policy of the Company, in the sale of Products, to:**

- **Meet the needs of its customers.**
  - The Company will enter into transactions which assist customers in meeting their needs and objectives.
  - The Company will have procedures designed to reasonably assure that recommendations made by producers (or by the Company if no producer is involved in the sale) to purchase individual annuity and long-term care Products are suitable based upon relevant information obtained from customers.
  - The Company will maintain a process to comply with laws and regulations that are related to this Code in the marketing and sale of Products.
  - The Company, in cooperation with consumers, regulators, producers and others, will proactively seek to improve the industry's practices for marketing and sales of Products.
  - The Company has adopted and will support the concepts in this Code of Professional Conduct.
  - The Company will take corrective action upon identifying any violations of this Code.
- **Use qualified and trained distributors and employees.**
  - The Company will have appropriate criteria or guidelines for selecting producers and appropriate employees of good character and business repute who have appropriate qualifications.
  - The Company will ensure that producers are licensed, appointed (where necessary), and meet other applicable state requirements required to solicit the Company's Products.
  - Training will be provided or made available to producers and appropriate employees, on how to comply with laws and regulations, with Company procedures, and with this Code, in the marketing and sale of Products, as appropriate to the distribution system.
  - Information will be provided or made available to producers and appropriate employees about the Company's applicable Product(s) and the features and operation of the product(s). The information may be provided or made available through various methods, including: sales, marketing, or other descriptive product materials; manuals; training or training materials; software; Web sites or system-based information; or other appropriate means.
  - The Company will encourage producers and appropriate employees to participate in continuing education designed to provide current knowledge regarding products, industry issues and emerging trends.

## POLICIES (con't)

- **Compete fairly.**
  - The Company will engage in fair and active competition in the marketing and sales of its Products. To accomplish this, the Company, and, where appropriate, its producers and its employees involved in the sales process, will:
    - a) Maintain compliance with the applicable state and federal laws fostering fair competition; and
    - b) Refrain from disparaging competitors.
  - Where the sale of an Insurance Product involves a replacement, the Company and, where appropriate, its producers will:
    - a) Provide consumers with information they need to ascertain whether a replacement is appropriate—including reasons why replacement might not be appropriate; and
    - b) Have procedures to review replacement activity which include a system for tracking, identifying and addressing deviations from the Company's replacement policies and procedures.
- **Sell fairly and use clear and accurate sales materials.**
  - Advertising and sales material that is designed to lead to sales or solicitation of the Company's Products should be presented in a manner consistent with the needs of the customer. Such advertising and sales material will be based upon the principles of fair dealing and good faith and will have a sound basis in fact.
  - Such materials that are presented as part of a sale are clear and understandable in light of the complexity of the product being sold.
  - Such materials are not permitted to be used in the sale of the Company's Products unless and until they are reviewed and approved by the Company for compliance with this Code and with applicable laws and regulations related to advertising, unfair trade practices, sales illustrations and other similar provisions.
  - The Company will maintain procedures designed to reasonably assure that sales illustrations or other representations of premiums and considerations, costs, values and benefits are accurate, fair, and complete and contain appropriate disclosures. Where appropriate, guaranteed and non-guaranteed elements will be clearly identified, distinguished and explained.

## POLICIES (con't)

- **Appropriately handle and monitor complaints.**
  - The Company will identify, evaluate and handle customer complaints in compliance with applicable laws and regulations.
  - The Company will provide an easily accessible way for customers to communicate complaints.
  - The Company will maintain policies and procedures designed to reasonably assure that customer complaint information gathered is analyzed and efforts are made to eliminate their root causes.
  - The Company has policies and procedures to reasonably assure that it makes good faith efforts to resolve complaints and disputes.
  
- **Supervise and monitor.**
  - The Company's management has established and will enforce policies and procedures reasonably designed to demonstrate the Company's commitment to and compliance with this Code.
  - The Company's system of supervision over the sales and marketing activities of its producers and appropriate employees relating to its Products is designed to reasonably assure compliance with this Code. In appropriate distribution systems of independent producers, the Company may agree that a producer's firm or other independent intermediary will perform supervisory responsibilities as specified in a written agreement with the firm or intermediary.
  - The Company will train appropriate employees on this Code, relevant Company compliance policies and procedures, and applicable laws and regulations.
  - The Company will monitor the sales and marketing practices of its producers and appropriate employees to ensure compliance with this Code and applicable laws and regulations.