



Medicare Advantage Specialists, Contracting Dept.
1550 Woods of Riverchase Drive, Suite 310
Hoover, AL 35244
contracting@medadvspc.com
205-263-8350 (fax)



CONTRACT TRANSMITTAL

Please send all contracting material to fax number or mailing address above.

NAME OF AGENT _____

HIERARCHY

GENERAL AGENT _____ Social Security Number _____

MARKETING GENERAL AGENT _____ Social Security Number _____

SENIOR MARKETING GENERAL AGENT _____ Social Security Number _____

NATIONAL MARKETING DIRECTOR _____ Social Security Number _____

DO NOT OMIT ANY OF THE FOLLOWING FORMS
WHEN SUBMITTING A NEW CONTRACT

- ___ APPLICATION TO REPRESENT
___ CONTRACTS (Both Originals Signed)
___ COMMISSION SCHEDULES (Both Originals Signed)
___ COMMISSION REQUEST FORM (Optional)
___ AUTOMATIC DEPOSIT FORM (If not elected, a \$5.00 service fee will apply per routine check issued)
___ PRODUCERS CODE OF CONDUCT
___ W-9
___ AUTHORIZATION (FAIR CREDIT REPORTING ACT)
___ NOTICE OF PRIVACY (To be left with Agent)
___ COPY OF CURRENT LICENSE FOR ALL STATES
IN WHICH AGENT IS TO BE APPOINTED
___ LETTER OF CERTIFICATION (Virginia Only)
___ HIPAA BUSINESS ASSOCIATE AMENDMENT
___ E/O COVERAGE SCHEDULE PAGE
___ COMPANY GUIDE TO ANTI-MONEY LAUNDERING
___ MAIL LIFE ISSUED POLICIES TO: [] INSURED [] AGENT

APPOINTMENT FEE \$ _____ STATE _____

NON-RES APPOINTMENT FEE \$ _____ STATE _____

APPLICATION TO REPRESENT THE AMERICAN NATIONAL FAMILY OF COMPANIES



- Standard Life and Accident Insurance Company (SLAICO)
 American National Insurance Company (ANICO)
 American National Life Insurance Company of Texas (ANTEX)

<input type="checkbox"/> Mr. First <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Middle (No Initials)	Last	Producer Code
Social Security Number		Please list all professional designations (such as CLU, ChFC, etc.)	
			Military Status

All other names utilized, including maiden, aliases, etc.

Date of Birth	Preferred Greeting or Nickname	Spouse's Name	Phone Numbers Residence ()
Mailing Address	City	State	Zip Code
Residence Street Address	City	State	Zip Code
If you have lived at address above less than 5 years, enter your prior address			Business ()
City	State	Zip Code	Fax ()
			Email Address

Send all mail to
 Mailing Address
 Residence Address
 Other _____

Is the contract to be in the name of a corporation/partnership?
 YES NO If Yes, please submit corporate license.

If Yes, Name _____ City & State _____

Tax ID Number _____
 Partnership Corporation _____

Please answer all questions below with careful thought and be as accurate as possible. A Yes answer won't disqualify you from being appointed; however, an inaccurate answer might! If more space needed - attach separate page.

PERSONAL HISTORY

1. Have you ever been contracted with SLAICO, ANICO or ANTEX? YES NO
 If Yes, with which one: _____ Year _____
2. Are you currently obligated under a non-compete agreement with any insurance company or agency? YES NO
3. Have you ever filed for financial relief or bankruptcy? YES NO
 Date filed _____ Chapter _____ Date Discharged or Closed _____
 If filed within the past two years, attach copy of discharge or closure.
- 4a. The Violent Crime and Control Act of 1994 makes it a criminal offense for anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to willfully engage in the business of insurance. Have you ever been indicted or convicted of any such felony? If Yes, give specifics as to charge, date, jurisdiction and outcome on a separate page..... YES NO
- 4b. Have you been arrested for any other crime? If Yes, please give specifics as to charges, date, jurisdiction and outcome. YES NO

5. Are you presently indebted to any insurance company or agency? If Yes, please give specifics as to the nature and amount. YES NO

To Whom	Nature of Debt	Amount	Payment Terms

6. Do you now have or have you had in the past 10 years any federal, state, tax liens, judgements or garnishments?..... YES NO

To Whom	Nature of Debt	Amount	Payment Terms

7. Do you have or have you ever had an Insurance Department complaint or action regarding your insurance practices or YES NO
 license? If Yes, give specific details and dates on separate sheet. _____
8. Has a deficiency claim been made against you for any past insurance transactions? YES NO
 If Yes, please give specifics as to the nature and amount. _____
9. a. Are you currently covered by errors and omissions insurance? If Yes, attach a copy of the declaration page..... YES NO
 b. Have you ever filed an errors and omissions claim? YES NO
10. Have you ever been cautioned or disciplined for violating a professional code of ethics in any organization? YES NO
11. Have you ever been expelled or disciplined by a professional organization?..... YES NO

12. What do you consider to be your main insurance product and marketing interest? _____
13. How did you hear about SLAICO, ANICO and/or ANTEX? _____

CONTRACT OR EMPLOYMENT RECORD

Please record below your employment or contracts for the past 5 years. If attending school, please give name and location of school. If unemployed during this time, please give dates and reasons. If space is insufficient, please complete on separate sheet. (If you are currently selling insurance - **Give name of company** - not "self employed" or name of agency.)

May we contact you at your present place of business? YES NO

BEGIN WITH PRESENT OR MOST RECENT

Company Name (Also Include Supervisor Name)	Address	City-State	Phone	Dates	Average Yearly Annualized Premium Produced
1.				From	
				To	
2.				From	
				To	
3.				From	
				To	

Current Primary Company _____

Are you currently licensed? Life A&H Both License Number _____

Do you want to be appointed in any states in which you hold a non-resident license? YES NO

If so, which states? _____

If currently holding Kansas license, please provide copy of license, even if not soliciting business in Kansas.

If requesting appointment as a non-resident in Florida, please list all counties where you will solicit business. _____

If requesting appointment in Oklahoma, would you like to receive a copy of the Investigative Consumer Report? YES NO

Have you sold insurance through another name or through any agency in the past five years? YES NO

If Yes, please specify _____

PLEASE ATTACH A COPY OF YOUR CURRENT LICENSE(S) TO YOUR CONTRACTING PAPERS

The person signing this form as "Applicant" hereby acknowledges that he/she is not obtaining a license/appointment with SLAICO, ANICO or ANTEX (hereafter each is referred to as "the Company") for the sole purpose or intention principally to solicit or place insurance on the Applicant's own life or the lives of the Applicant's relatives, employers or employees.

I have read and agree to comply with the contents of the Notice of Privacy Policy form ST-905, Producer's Code of Conduct form ST-449 and the advertising guidelines adopted by the Company. _____

Furthermore, each of the undersigned declares for himself/herself, and other interested parties, that all of the answers in the pages of this application and any supplements to it are full, complete and true to the best of his/her knowledge and belief. In addition, the undersigned specifically attests that the Social Security Number or Tax Identification Number on the application is the correct number for the entity applying for appointment.

I, the Applicant, have read, on the date shown below, a copy of the above statements as required by law. I have also read, understood, and signed a copy of Authorization form ST-510. I understand that in signing this form and form ST-510, I hereby authorize the Company, at any time, to investigate my background, including my credit history. _____

Signature of Applicant _____ Date _____

I understand that the Violent Crime and Control Act of 1994 makes it a criminal offense for anyone who is engaged in the business of insurance to willfully permit anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to participate in the business of insurance and I recommend that this Applicant be contracted with the company.

Marketing General Agent _____ Date _____

(If Applicable) Approved by National Marketing Director _____ Date _____



Agent Contract

With

Standard Life and Accident Insurance Company
One Moody Plaza • Galveston, TX

FOR

Agent



CONTRACT PROVISIONS

APPOINTMENT, TERRITORY AND RELATIONSHIP

1. Standard Life and Accident Insurance Company (hereinafter designated as "Company") appoints the person named above as its Agent (hereinafter designated as "Agent") with the authority and obligations hereinafter set forth. The Agent hereby accepts such appointment subject to the terms and conditions hereof.
2. The Agent shall solicit only in the territory where the Company officially appoints said Agent. In no event will said Agent be appointed any territory exclusively.
3. The Agent's relationship with the Company shall be that of independent contractor. Nothing in this Contract shall be construed as creating the relationship of employer and employee. The Agent shall be free to exercise independent judgement as to the persons from whom applications are solicited and the time, place and manner of solicitation. If training courses, sales methods and materials, office facilities or similar aids and services are extended or made available to the Agent, it is agreed that the purpose and effect thereof shall not be to give the Company control of the Agent's time or direction or control over the manner or means by which the Agent shall conduct business but only to assist the Agent in such business and to comply with state insurance department regulations.

AUTHORITY AND LIMITATIONS

4. The Company hereby authorizes the Agent to solicit applications for ordinary life insurance, annuities and health insurance.
5. The Agent's power or authority shall extend no further than as expressly stated in this Contract. No power or authority shall be implied from the grant or denial of powers specifically mentioned herein. The Agent shall have no authority to, and agrees not to do or attempt to do, any of the following:
 - A. Solicit applications for the Company in any manner prohibited by or inconsistent with the provisions of this Contract, the rate book or the rules and regulations of the Company, now or hereafter in effect.
 - B. Enter into any agreement or incur any obligation on behalf of the Company, except with its written permission.
 - C. With respect to any policy,
 - (1) make any alterations, modifications or endorsements or otherwise alter the Company's obligations thereunder unless authorized in writing by the Company;
 - (2) charge special rates or extend the time for paying premiums;
 - (3) waive forfeiture;
 - (4) make or cause delivery of any policy
 - (a) unless the first premium has been paid in full, and
 - (b) unless the applicant is in good health.
 - D. Initiate any civil or criminal action or proceeding, whether or not brought in the name of the Company, which may in any way involve or affect the Company, its business, its operations or any policy issued by it.
 - E. Use or authorize the use of any written, oral or visual communication or publication used as advertising of any Company product, except with the prior written approval of the Company.
 - F. Pay or allow or offer to pay or allow any rebate of premium, directly or indirectly.
 - G. Violate the insurance laws or the regulations of the Insurance Department of any state in which the Company's business is transacted.
 - H. Induce or influence policyowners or annuitants to relinquish their policies or contracts with the Company.
 - I. Do anything to induce or influence representatives of the Company to leave its service.
 - J. Withhold any funds, policies or receipts after demand has been made upon said Agent by the Company.
 - K. Misapply or embezzle funds or property of the Company.
 - L. Perpetrate any fraud against the Company.

ACCOUNTING AND FISCAL RESPONSIBILITY

6. All checks and money orders received by the Agent for or on behalf of the Company shall be held by the Agent in trust for the Company and shall be immediately transmitted to the Company in accordance with the Company's rules and practices.
7. The Company shall have, and is hereby given, a valid first lien on all commissions, service fees and any other compensation payable under this or any prior contract with the Company as security for the payment of any and all debts or claims due or to become due to it from the Agent. The Agent hereby agrees to pay interest on any such outstanding indebtedness at the maximum rate of interest permitted by law. In the event of default on any debt or claim due or to become due to the Company from the Agent, the Company is authorized, without notice and without any judicial action, to foreclose its lien by crediting any or all of such commissions, service fees or other compensation, accrued or to accrue, toward the reduction of such debt or claim. The lien created hereby shall not be extinguished by termination of this Contract.

COMPENSATION FOR PERSONAL PRODUCTION

8. The Company will pay to the Agent the First Year Commissions, Renewal Commissions and Service Fees at the rates and for the policy years set forth on the Schedule of Commissions herein, when the respective premiums on policies personally produced by the Agent under the Schedule of Commissions are actually due and paid to the Company, subject to the following provisions:
 - A. If a policy personally produced by the Agent is lapsed for non-payment of premiums and is subsequently reinstated except through the direct efforts of the Agent, the payment of future compensation shall thereafter be governed by the Company's rules and practices.
 - B. Should the Company refund any premium on any policy produced by the Agent, any compensation received by the Agent on such premium shall be returned immediately to the Company. No compensation will be paid on any premium waived by the Company on any policy produced by the Agent.

TERMINATION

9. This Contract shall be terminated (without notice, unless expressly required) in any of the following events:
- A. Either party to this Contract giving to the other written notice of desire to terminate the Contract at least thirty (30) days prior to the day fixed for its termination, such notice to be delivered personally or mailed to the other party at such party's last known address; or
 - B. The death of the Agent; or
 - C. The Agent's total and permanent disability, construed in accordance with the interpretation of the Disability Premium Waiver provision of the Company's whole life policies being issued at the time of such disability; provided, however, the Company shall be the sole and final judge of such interpretation; or
 - D. The Agent's violation of any of the provisions contained in paragraph 5 hereof.

VESTED COMPENSATION

10. The following provisions relating to compensation shall apply after termination of this Contract:
- A. If such termination is for any cause other than the agent's death or disability or the agent's violation of any of the provisions contained in Sections F, G, H, I, J, K or L of paragraph 5, the agent will receive the First Year Commission and Renewal Commission as provided in paragraph 8 hereof.
 - B. If such termination is due to the death of the agent, the First Year Commission and Renewal Commission provided in paragraph 8 hereof, unless assigned, will be paid to the surviving spouse if this option is elected. Otherwise the commission will be paid to the executors, administrators or assigns of the agent.
 - C. If such termination is due to the agent's disability in accordance with section C of paragraph 9, the agent will receive the First Year Commission and Renewal Commission as provided in paragraph 8 hereof.
 - D. If the agent has violated any of the provisions contained in sections F, G, H, I, J, K or L of paragraph 5 at, before or after such termination, all commissions and all other compensation due or to accrue to the agent under this or any previous Schedule of Commissions between the agent and the Company shall be forfeited to the Company.
 - E. No commissions or other compensation shall be payable after such termination except as provided in this paragraph, and all commissions or other compensation otherwise payable hereunder shall be subject to the lien established in paragraph 7 and to any assignments by the agent.
 - F. The Company will not pay service fees on policies personally produced by the agent after termination except when termination of this Contract is due to the agent's (1) death; (2) disability; or (3) voluntary termination at or after the agent's 60th birthday provided the agent has 10 years continuous service with the Company. In the event of the preceding (1), (2) or (3) the compensation to be received during the 2nd through 10th policy years only shall be all Renewal Commissions and Service Fees payable under the Schedule of Commissions less 2 1/2%.
 - G. In the event Renewal Commission averages less than \$50.00 a month during any calendar year after termination, no further commission shall be paid.

Commission Election

In the event of the agent's death the unassigned commission shall be payable to the surviving spouse unless this election is terminated, by delivery to Licence, Appointment and Contract Department, P.O. Box 1875, Galveston, TX 77553-1875, a written revocation signed by the agent prior to the agent's death.

Yes

No

Signature _____

GENERAL PROVISIONS

Records and Supplies

11. The Agent shall keep correct accounts and records of all business transacted and money collected for the Company, which accounts and records shall be open at all times to inspection and examination by the Company's authorized representatives. All accounts, records, rate books, application forms and any supplies furnished the Agent by the Company shall be the property of the Company and shall be returned to the Company upon demand.

Reserved Rights of the Company

12. The Company reserves the following rights:
- A. To adopt rules and practices from time to time establishing
 - (1) First Year Commissions, Renewal Commissions and Service Fees on policies not listed in the Schedule of Commissions, and amending such rules and schedules on future policies, provided only that such action shall be general among all representatives of the Company or shall be required by law or by the rulings of an insurance department;
 - (2) commissions on any new policy which, in the judgment of the Company, is a "changed policy" taking the place of a terminated policy issued by the Company;
 - (3) commissions on conversions;
 - (4) commissions on reinstated policies.

GENERAL PROVISIONS Reserved Rights of the Company (Continued)

- B. To withdraw the future issuance of any policy;
- C. To withdraw from any territory;
- D. To modify or change its premium rates;
- E. To decline to issue a policy to any applicant;
- F. To adopt rules and practices from time to time relating to any matter not otherwise provided in this Contract, including but not limited to, minimum production requirements.

Waiver

13. No act of forbearance on the part of the Company to enforce any of the provisions of this Contract shall be construed as a modification of this Contract, nor shall the failure of either party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

Assignment

14. No assignment of this Contract or of any compensation payable hereunder shall be valid unless authorized in advance in writing by the Company.

Modification or Amendment

15. Any modification or amendment of this Contract must be in writing and duly executed by the parties hereto.

Continuity of Service

16. In the event this Contract supersedes any contract between the Agent and the Company executed and effective after October 1,1976, then service shall be deemed continuous for all purposes with such superseded contract.

Receipt of Legal Documents

17. If any citation or other paper shall at any time be served upon or received by the Agent concerning any claim, suit, action or special proceedings by or against the Company, the Agent shall immediately transmit it by certified mail to the **Administrative Office** of the Company at **One Moody Plaza, Galveston, TX 77550**. If the Agent neglects, refuses or fails to do so, the Agent agrees to pay the Company, upon demand, the amount of any loss, damage, cost, attorney's fees or expenses which may have been occasioned by the failure to transmit such document immediately.

Sole Agreement

18. This Contract constitutes the sole agreement and supersedes all prior contracts between the parties hereto.

Agent

TO BE COMPLETED BY MARKETING OFFICE

IN WITNESS WHEREOF, this Contract is executed in duplicate on _____, 20 _____
and will become effective as of _____, 20 _____

RECOMMENDED BY

General Agent
General Agent
Marketing General Agent



AUTHORIZATION

Required by The Fair Credit Reporting Act

The Federal Fair Credit Reporting Act, as amended, provides that any consumer reporting agency may furnish a consumer report in accordance with the written instructions of the consumer to whom it relates.

In accordance with that provision, the person signing this form as "Applicant" hereby authorizes any person or agency to give, in writing, orally, or in any other form, to Standard Life and Accident Insurance Company (SLAICO), American National Insurance Company (ANICO) or American National Life Insurance Company of Texas (ANTEX) or its designated representatives any information gathered or maintained by a consumer reporting agency bearing on the Applicant's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the Applicant's eligibility for credit, employment or any other purpose authorized under Section 604 of the Act.

Further, the Applicant understands that SLAICO, ANICO or ANTEX may, as part of its normal procedure, request that an investigative consumer credit report be made whereby information on the Applicant's character, general reputation, personal characteristics or mode of living is obtained through personal interviews with business associates, employers, friends, neighbors and others with whom the Applicant may be acquainted or who may have knowledge concerning any such items of information. The Applicant authorizes the individual or agency conducting the investigation to give, in writing, orally, or any other form, to SLAICO, ANICO or ANTEX or its designated representatives any information gathered or obtained during this investigation pertaining to Applicant's production, persistency, commissions, earnings, estimated future earnings, commission advances, loans and debts, including, but not limited to, any indebtedness that may have been charged to the Applicant's manager or agency, or which may have been written off.

The Applicant authorizes SLAICO, ANICO or ANTEX or its designated representatives to use the reports furnished in accordance with this authorization in any deliberations which it or they may undertake to determine whether or not SLAICO, ANICO or ANTEX will make an offer of a contract to the Applicant.

For California, Minnesota or Oklahoma Applicants only - If a consumer report is obtained and you would like to receive a copy, please check this box.

For California Applicants only - If public record information is obtained without using a consumer reporting agency, you will be supplied a copy of the public record information unless you check this box waiving your right to obtain a copy of the report.

Applicant's Printed Name

Applicant's Signature

Date



Producer's Code of Conduct

As a representative of Standard Life and Accident Insurance Company, I recognize my responsibility to:

- Conduct myself in the highest character, with honesty, integrity and fairness at all times;
- Provide information to clients in a professional manner which is honest, relevant and designed to meet the client's needs, and appropriate to their circumstances;
- Fully understand and accurately represent the Company's products and services;
- Ensure my personal interests do not conflict with those of clients or the Company;
- Render prompt and quality service, both before and after the sale to clients and their beneficiaries;
- Learn and follow all Company policies and procedures related to my role as a producer;
- Keep informed with respect to applicable laws and regulations and observe them in the practice of my profession;
- Determine that any replacement of life or health insurance or a financial product I am proposing is in the best interest of my client;
- Foster goodwill, courtesy and consideration in the treatment of policyholders and the general public, while maintaining loyalty and respect for the Company;
- Meet all continuing education requirements;
- Adhere to principles of ethical market conduct:
 - Conduct business according to high standards of honesty and fairness and to render that service to my customers which, in the same circumstances, I would demand for myself;
 - Provide competent and customer-focused sales and service;
 - Engage in active and fair competition;
 - Use advertising and sales materials that are clear as to purpose and honest and fair as to content;
 - Provide for fair and expeditious handling of customer complaints and disputes;
 - Maintain a system of supervision that is reasonably designed to achieve compliance with these principles of ethical market conduct.

Representative

Marketing General Agent

Please sign this acknowledgement and return it with your Application for Appointment.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Standard Life and Accident Insurance Company



NOTICE: A SERVICE FEE OF \$5.00 PER CHECK WILL BE CHARGED FOR ALL ROUTINE COMMISSION CHECKS ISSUED. THERE IS NO CHARGE FOR DIRECT DEPOSIT.

AUTHORIZATION AGREEMENT FOR AUTOMATIC COMMISSION DEPOSITS

I hereby authorize Standard Life and Accident Insurance Company, hereinafter called COMPANY, to deposit to my account indicated below the commission I am due for any pay period. I also authorize the Financial Institution indicated below, hereinafter called Financial Institution, to credit the same to such account. Should an over deposit be made the Financial Institution is authorized to debit such account and return to COMPANY the amount of any such overage.

NAME _____ (Financial Institution)

CITY _____ STATE _____

SELECT ONLY ONE: _____ CHECKING _____ SAVINGS

This authority is to remain in full effect until COMPANY has received written notification from me of its termination in such time and manner as to afford COMPANY and Financial Institution a reasonable opportunity to act on it.

NAME _____ (as it appears on your account - please print) AGENT CODE _____

SIGNED _____ DATE _____

ATTACH PERSONALIZED VOIDED CHECK HERE - OR - ENTER ROUTING NUMBER:

AND BANK NUMBER INFORMATION:

See bottom left corner of check. Example below



Routing Number (Exactly 9 digits)

Bank Number



**COMMISSION ADVANCE REQUEST FORM
INDIVIDUAL PRODUCTS**

Name _____ Social Security Number _____	<input type="checkbox"/> Personal Advance <input type="checkbox"/> Overwrite Advance <input type="checkbox"/> Both
--	---

The following provisions apply for persons requesting the Commission Advance Plan.

- Standard Life and Accident Insurance Company (hereafter referred to as “the Company”) will advance the agent annualized commission for each policy issued and paid that was personally produced by the agent, except that no advance commission will be paid on business written on the agent or immediate family member. Such advance payments will be made while this request form is in force and at intervals specified by the Company. The annualized commission so advanced will be in accordance with the following schedule:

Mode of Initial Premium	Annualized Commission to be Advanced	
	HEALTH*	LIFE
Annual	15 months	As Earned
Semi-Annual	15 months	9 months
Quarterly	As Earned	As Earned
Preauthorized Check Authorization	15 months	9 months
Salary Deduction Franchise Billing	15 months	9 months
Monthly	N/A	As Earned

- “Issued and Paid” means that the full initial premium for the policy has been received by the Administrative Office, the policy has been issued and delivery requirements, if any, have been satisfied.
- Advance payments will be no greater than the agent’s weekly maximum budget. This maximum budget may be increased by the Company after a record of increased production is established by the agent.
- The Company reserves the right to adjust future advance payments if persistency falls below 80%.
- The Company, in accordance with the terms of the agent’s contract, shall have a first lien on all commission to secure payment of all indebtedness due the Company from the agent. In addition, if the renewal commissions are not sufficient to repay the advance, due to lapses and cancellations, the agent is required to return the advanced commissions.

For all Health products other than Medicare Supplement, advances on non-taken policies will be charged back against any future advance payments. However, lapses after the initial payment will not create an immediate deduction but will be recaptured from renewal commission.

For Life and Medicare Supplement policies, advances are tracked on a policy level and any unpaid advance will be deducted from future commission payments until the policy’s debt is satisfied.

* Individual Limited Medical is 9 months advance.

Agent's Signature _____

Date _____



As an insurance producer, your skills and services help our clients achieve financial success and security. Since you are on the front lines of a multi-billion dollar industry, you are in a unique position not only to serve our clients, but also to serve this country by helping prevent money laundering and the financing of terrorist activities.

To comply with Federal Anti-money Laundering (AML) regulations for insurance companies, our family of companies has implemented a detailed AML program. You have an important role to play in that program. You may often be in a critical position to obtain information regarding the customer, the customer's source of funds for the products we sell, and the customer's reasons for purchasing an insurance product.

In selling individual annuities and life insurance, the Company's AML program requires you must:

- Ensure that all information requested on the product application and associated documents are accurate and complete.
- **Notify the AML compliance officer if you detect any money laundering red flags, so that the Company can determine whether a suspicious activity report (SAR) must be filed with the U. S. Department of the Treasury.**
 - Records of this information must be retained as long as the contract remains in force and for five years thereafter.

Possible Red Flag Activity

- The purchase of a product that appears to be inconsistent with a customer's needs
- The purchase or funding of a product that appears to exceed a customer's known income or liquid net worth
- Any attempted unusual method of payment, particularly by cash or cash equivalents, such as money orders or cashier checks
- Payment of a large amount broken into several smaller amounts
- Little or no concern by a customer for the performance of an insurance product, but much concern about the early termination features of the product
- The reluctance by a customer to provide identifying information, or the provision of information that seems fictitious
- Any other activity which you think is suspicious

AML Contact Information - Report Suspicious Activity To:

- Contact:** Judith L. Regini, AVP, Corporate Compliance, Chief Compliance Officer for AML/OFAC
- Mail:** P.O. Box 1896
Galveston, TX 77553-9902
- Phone:** (800) 933-5975
- Fax:** (409) 621-3885
- Email:** AMLCompliance@anico.com

Types of Payments Accepted

Advise customers that only the following types of payment may be accepted:

- Personal checks and pre-authorized checks.
- Cash equivalents (money orders, cashier's checks, traveler's checks, bank drafts.)
 - Cash and cash equivalents must be reported to the IRS and FinCEN on Form 8300 when payments received by the Company in a single transaction or in two or more related transactions total more than \$10,000. Related transactions occurring within any 12-month period would be aggregated for reporting purposes even if individually they are less than \$10,000.
 - Limited to \$500 for variable contracts.
- **If a customer provides a form of payment that is not permitted, do not accept the payment and notify the AML compliance officer if it is in an amount greater than \$1,000.**

NOTE: An employee, agent or broker must not, under any circumstances, disclose that he or she has reported suspicious activity or red flags to the AML officer. It is the sole responsibility of the AML officer to determine whether a SAR is filed with the Dept. of Treasury. The AML officer and the Company are prohibited from disclosing to the agent and any other person that a SAR has been filed.

The Company and its producers share an important responsibility to comply with all applicable AML laws. A failure to do so will constitute grounds for discipline, up to and including termination. In addition, violation of AML laws may expose those responsible to substantial penalties under federal law.

Standard Life and Accident Insurance Company Guide to Anti-Money Laundering Program

RECEIPT AND ACKNOWLEDGMENT

I have received, read and understand Standard Life's Company Guide to Anti-Money Laundering. I agree to comply with the requirements of such policies and understand that failure to do so will lead to disciplinary action, up to and including termination and appropriate legal sanctions.

Date: _____

Print Name: _____

Personal Code or
Social Security Number: _____

Signature: _____



Standard Life and Accident Insurance Company

RESPONSIBLE BUSINESS PRACTICES GUIDELINES

PLEASE REVIEW THE ENCLOSED GUIDELINES AND PRODUCER'S CODE OF CONDUCT AS PART OF YOUR APPLICATION FOR APPOINTMENT WITH STANDARD LIFE. THEY EXPLAIN OUR EXPECTATIONS ABOUT THE WAY WE WILL CONDUCT OUR BUSINESS WITH EACH OTHER AND WITH OUR POLICYHOLDERS. SIGN AND RETURN A COPY OF THE PRODUCER'S CODE OF CONDUCT WITH THE OTHER FORMS YOU COMPLETE IN THE APPLICATION PROCESS.

Standard Life and Accident
Insurance Company

The Responsible Business Practices Guidelines specified herein (hereafter referred to as “the Guidelines”) clarify the position of Standard Life and Accident Insurance Company (hereafter referred to as “Standard Life,” “the Company,” “we,” or “our”) on the importance of good market conduct practices in the sale of our life insurance, health insurance and annuity products.

Our Commitment

Standard Life is committed to adhering to principles of ethical market conduct and requires that our appointed representatives do the same.

Principles:

- ✧ to conduct business according to high standards of honesty and fairness, and to render that service to our customers which, in the same circumstances, we would apply to or demand for ourselves;
- ✧ to provide competent and customer-focused service;
- ✧ to engage in active and fair competition;
- ✧ to provide advertising and sales materials that are clear as to purpose and honest and fair as to content;
- ✧ to provide for fair and expeditious handling of customer complaints and disputes; and
- ✧ to maintain a system of supervision and review that is reasonably designed to achieve compliance with these principles of ethical market conduct.

Interpretation and Compliance

These principles are good business—for you the producer, for the Company, and for our customers—through sound conduct. Compliance with these principles remains our shared goal.

To ensure uniform interpretation of and compliance with these principles, Standard Life has assigned **Debie Knowles**, Vice President, Marketing, supervisory responsibilities over the creation and maintenance of consistent procedures via which we will implement these principles and monitor compliance.

Putting into place the training component of support for these principles will, in part, be the responsibility of **Debie Knowles**, Vice President, Marketing, as will the oversight on the effectiveness of integrating these principles into the Company’s operation and development.

In addition, we will conduct regular surveys of new policyholders. We expect to gain valuable insight into the types of new products and services we should offer to better meet the policyholders’ objectives. The surveys are also expected to help us determine the areas that are in need of better product explanation and ultimately, producer training.

What happens when things go wrong?

From time to time, you may find yourself in a situation where you become aware of sales activities that you think are questionable, in light of these principles. If this is the case, we have specific people you should notify.

In all events, you can talk to **Debie Knowles**, the head of our Marketing activities. You can reach her at the Marketing Department, at 888.290.1085. Her e-mail address is debie.knowles@slaico.com.

Outside of the Marketing Department, you can contact **Judy Regini**, in Corporate Affairs, at 409.766.6985, or by e-mail, at judy.regini@anico.com.

All market conduct issues will be dealt with to ensure privacy and confidentiality for all parties involved. ***The Company will not tolerate any form of retaliation against anyone who uses this process.***

Here are some examples of the kinds of questionable sales activities we are referring to:

- ✧ use of disparaging statements in a sales presentation i.e., any statements, written or oral, that are untrue, deceptive, misleading or otherwise unlawful with regard to competitors;
- ✧ unfair competition i.e., engaging in inappropriate replacement of existing insurance, disparaging competitors, use of dishonest, false or fraudulent practices to displace a competitor;
- ✧ use of unapproved sales materials, or approved sales materials modified without prior approval;
- ✧ inducing or influencing Standard Life producers to leave its service.

This is obviously not an exhaustive list. It is an indication of the kinds of practices that are not consistent with these principles, insurance laws and regulations, or your Standard Life contracts.

Debie Knowles and Judy Regini are also assigned responsibility for dealing with complaints. ***It is important you refer any complaints from your policyholders to the Company promptly so we can resolve them.*** We have found that complaints do not go away until the customer is fully satisfied.

Many of the things which make policyholders dissatisfied with our services or products are based on misunderstandings or unsuccessful communication. If we can resolve the issue early, we can frequently avoid having them escalate into a full-blown Insurance Department complaint.

At the same time, customers who find that the Company and their agents are genuinely interested in making their perceived problems go away can be a valuable asset to you, both in terms of increased persistency and as a source of referrals.

Replacement

Replacement activity is the focus of scrutiny by both insurance regulators and the ratings agencies which grade our financial condition. These groups are expressing increased concern about perceived abusive practices like “twisting” (inappropriate external replacements) and “churning” (inappropriate internal replacements). As a result of these concerns, we are seeing a move towards detailed replacement forms such as those found in the new NAIC Model Replacement Regulations, already adopted in several states.

The kinds of practices which have aroused concern, and which are considered “replacements” are more broadly defined than just terminating an existing policy when a new one is sold. It also includes things like these:

- ✧ encouraging a policyholder to borrow against current life or annuity policy values to pay for a new one;
- ✧ encouraging a policyholder to place existing coverage under one of the nonforfeiture options (e.g., RPU or ETI) in conjunction with purchasing new insurance;
- ✧ having the benefits under an existing policy reduced or restructured to free up cash flow for a new policy.

Replacement of existing insurance is frequently not in the best interest of either the client or the insurer. These will be some of the concerns:

- ✧ exposure of the client to new contestable and suicide periods;
- ✧ new sales and expense loads;
- ✧ increased age and possible changes in policyholder health;
- ✧ loss of any “grandfathered” policy or tax benefits;
- ✧ potential loss of revenue and surplus to the Company; and
- ✧ potential increased exposure to policyholder complaints.

Because each client’s position is unique, you have to weigh these known costs against potential benefits for the client to determine whether a possible replacement is to their advantage. The best benchmark for judging that is the following:

To conduct business according to high standards of honesty and fairness, and to render that service to our customers which, in the same circumstances, we would apply to, or demand for ourselves.

Replacement of existing insurance, especially life insurance and annuities, should be recommended to a client only when you can clearly and objectively demonstrate the client is better off as a result. This is also consistent with the official **Statement of Policy Regarding Replacements**, adopted by all members of the American National family of companies:

Agents should not advise, suggest, or recommend that an existing life insurance or annuity contract be replaced unless it is in the interests of the customer.

BUSINESS ASSOCIATE AGREEMENT



THIS AGREEMENT (“Agreement”) is effective the ____ day of _____, 20__ by and between _____ (“Business Associate”) and STANDARD LIFE AND ACCIDENT INSURANCE COMPANY (“Company”).

Background

Company is a covered entity under the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), the *Standards for privacy of Individually Identifiable Health Information* (the “Privacy Rule”) and the *Security Standards for the Protection of Electronic Protected Health Information* (the “Rule”), promulgated under the Act (the Privacy Rule, Security Rule and the Act are collectively referred to herein as “HIPAA”). In addition, it is the intent of the parties to comply with the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) of the American Recovery and Reinvestment Act of 2009 (“ARRA”), Pub. L. 111-5, and its regulations.

Company and Business Associate have entered into a business relationship pursuant to an agreement (the “Prime Agreement”) under which, among other things, Company may provide to Business Associate certain protected health information to enable the Business Associate to perform its obligations thereunder (the “Obligations”).

In order for the Business Associate to perform its Obligations, the Privacy Rule and the Security Rule require that Company obtain adequate assurances from Business Associate in the form of a written agreement that contains certain mandatory provisions regarding Business Associate’s use and disclosure of protected health information (as defined in HIPAA) that is created or received for or from Company in connection with Business Associate’s performance of the Obligations (“Company Protected Health Information”).

NOW, THEREFORE, in consideration of the premises, the parties, intending to be legally bound, agree as follows

1. Privacy of Protected Health Information.

- a) **Permitted Use.** Business Associate is permitted to use and disclose Company Protected Health Information only:
 - i) in connection with its performance of the Obligations under the Prime Agreement, or
 - ii) for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities, provide that, with respect to disclose of Company Protected Health Information to a third party, either:
 - A) The disclosure is Required by Law; or
 - B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Company Protected Health Information that the person or entity will:
 - 1) hold Company Protected Health Information in confidence and use or further disclose Company Protected Health Information only for the purpose for which Business Associate disclosed Company Health Information to the person or entity or as Required by Law; and

- 2) promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Company Protected Health Information was breached.
- iii) Business Associate will make reasonable efforts to use, disclose, and request only the minimum amount of Company Protected Health Information reasonably necessary to accomplish the intended purpose, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Company is required to limit the use, disclosure or request to the minimum necessary.
- b) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Company Protected Health Information, except as permitted or required by this Agreement or as permitted or directed by Company or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Company Protected Health Information in a manner that would violate the Privacy Rule or the HITECH Act if done by Company, except as set forth in Section 1(a)(ii).
- c) **Information Safeguards.**
 - i) Business Associate will develop, implement, maintain, and use industry specific and/or other generally appropriate administrative, technical, and physical safeguards to protect Company Protected Health Information from any use or disclosure in violation of the Privacy Rule.
 - ii) Business Associate will develop, implement, maintain, and use industry specific and/or other generally appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Company's behalf as required by the Security Rule.
 - iii) The information safeguards must meet or exceed the industry specific and/or other generally appropriate minimum standards.
 - iv) If applicable and only if available, Business Associate will provide Company a copy of the most recent SAS70 audit report.
- d) **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted to disclose Company Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Company Protected Health Information that are applicable to Business Associate under this Agreement.
- e) **Prohibition on Sale of Records.** Business Associate shall not directly or indirectly receive remuneration in exchange for any Company Protected Health Information of an individual unless the Company or Business Associate obtained from the individual a valid authorization that includes a specification of whether the Company Protected Health Information can be further exchanged for remuneration by the entity receiving Company Protected Health Information of that individual, except as otherwise allowed under the American Recovery and Reinvestment Act.

2. **Compliance with Transaction Standards.** If Business Associate conducts in whole or part electronic Transactions on behalf of Company for which the Department of Health and Human Services ("DHHS") has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate shall comply with the National Provider Identifier requirements if, and to the extent, applicable.

3. Individual Rights.

- a) **Access.** Business Associate will, within thirty calendar days following Company's request, make available to Company or, at Company's direction, to an individual (or the individual's personal representative), for inspection and obtaining copies (at Company's expense), Company Protected Health Information about the individual that is in Business Associate's custody or control. If the Company Protected Health Information is held in an Electronic Health Record, then the individual shall have a right to obtain from Business Associate a copy of such information in an electronic format. Business Associate shall provide such a copy to Company or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously and specifically made by the individual or Company.
- b) **Amendment.** Business Associate will, upon receipt of written notice from Company, promptly amend or permit Company access to amend any portion of Company Protected Health Information, so that Company may meet its amendment obligations under the Privacy Rule.
- c) **Disclosure Accounting.** So that Company may meet its disclosure accounting obligations under the Privacy Rule:
 - i) Business Associate will record information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of Company Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Company or to a third party.
 - ii) Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Company Protected Health Information if the Company need not account for such disclosures.
 - iii) With respect to any disclosure by Business Associate of Company Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - A) For non-repetitive disclosures of Company Protected Health Information, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Company Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.
 - B) For repetitive disclosures of Company Protected Health Information that Business Associate makes to the same person or entity (including Company), Business Associate may record either (1) the Disclosure Information specified above for each accountable disclosure, or (2) the Disclosure Information specified in Section 3(c)(iii) (A) above for periodicity, or number of the repetitive accountable disclosures, and the date of the last of the repetitive accountable disclosures during the Accounting Period.
 - iv) Business Associate will maintain the Disclosure Information for at least 6 years following the date of the disclosure (3 years for disclosures related to an Electronic Health Record).

Business Associate will make the Disclosure Information available to Company within sixty calendar days following Company's request for such Disclosure Information to comply with an individual's request for disclosing accounting. With respect to disclosures related to an Electronic Health Record, Business Associate shall provide

the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual. Notwithstanding any other provision of this Agreement, Business Associate needs to provide disclosure accounting related to an Electronic Health Record only as of the effective date of this requirement under the American Recovery and Reinvestment Act.

- d) **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Company makes that either (i) restricts use or disclosure of Company Protected Health Information or requires confidential communication about Company Protected Health Information, provided that Company notifies Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Company will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business whether any of Company Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by DHHS), Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying our treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

4. Privacy Obligation Breach and Security Incidents.

a) **Reporting.**

- (i) Business Associate will report to Company any use or disclosure of Company Protected Health Information not permitted by this Agreement or in writing by Company, along with any Breach of Unsecured Company Protected Health Information. Business Associate will treat the Breach as being Discovered in accordance with HIPAA's requirements. Business Associate will make the report to Company's Privacy Official not more than sixty calendar days after Business Associate learns of such non-permitted use or disclosure. If a delay is requested by law enforcement official in accordance with 45 C.F.R. § 164.412, Business Associate may delay notifying Organization for the time period specified by such regulation. Business Associate's report will at least:
- A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
 - B) Identify Company Protected Health Information that was subject to the Breach or other non-permitted use or disclosure, including, if applicable, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired or disclosed during such Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - D) Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate losses and to protect against any further Breaches;

- E) Identify what steps the individuals who were subject to a Breach should take to protect themselves from potential harm resulting from the breach;
 - F) Provide such other information, including a written report, as Company may reasonably request.
- v) Business Associate will report to Company within thirty calendar days any attempt or successful (A) unauthorized access, use, disclosure, modification or destruction of Company's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report upon Company's request, except if any such security incident resulted in a disclosure or Breach of Company Protected Health Information or Electronic Protected Health Information not permitted by this Agreement, Business Associate will make the report in accordance with Section 4(a)(i) above.

b) Termination of Agreement.

- i) Company may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached a material term of this Agreement and, upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within thirty calendar days. Company may exercise this right to terminate by providing Business Associate written notice of termination, stating the failure to cure the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in Company's notice of termination.
- ii) Either Company or Business Associate may terminate this Agreement if amendment or addition to 45 C.F.R Parts 160-64 affects the obligations under this Agreement of the party exercising the right of termination. The party so affected may terminate this Agreement by giving the other party written notice of such termination at least 90 calendar days before the compliance date of such amendment or addition to 45 C.F.R Parts 160-64.

iii) Obligations on Termination.

- A) Upon termination or other conclusion of this Agreement, Business Associate will, if feasible, return to Company or destroy all of Company Protected Health Information in whatever form or medium. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Company Protected Health Information as permitted by Section 1(e) of this Agreement, to if feasible return to Business Associate (so that Business Associate may return it to Company) or destroy all of Company Protected Health Information in whatever form or medium held by Business Associate. Business Associate will complete these obligations no later than sixty calendar days following the effective date of the termination or other conclusion of this Agreement.
- B) Business Associate will identify any of Company Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted by Section 1(e) of this Agreement, that cannot feasibly be returned to Company or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will require such subcontractor or agent to limit its further use or disclosure of Company Protected Health Information that such subcontractor or agent cannot

feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations no later than sixty calendar days following the effective date of the termination or other conclusion of this Agreement.

- C) Business Associate's obligation to protect the privacy and safeguard the security of Company Protected Health Information as specified in the Agreement will be continuous and survive termination or other conclusion of this Agreement.

5. General Provisions.

- a) **Inspection of Internal Security Capabilities, Practices, Books and Records.** Business Associate will make its internal security capabilities, practices, books, and records relating to its use, disclosure and security of Company Protected Health Information available to Company and to the DHHS to determine Company's compliance with the Privacy and Security Rules.
- b) **Business Associate External Access to Company Systems.** Should the nature of Business Associate's contract with the Company require Business Associate to access Company's systems and data, there will be no sharing or pooling of logins associated with the Business Associate access. In no event shall Company Protected Health Information be downloaded to personal storage devices of any type for any purpose.
- c) **Definitions.** All capitalized terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance. For purposes of this Agreement, Company Protected Health Information encompasses Company's Electronic Protected Health Information.
- d) **Amendment to Agreement.** Upon the effective date of any final regulation or amendment or final regulation promulgated by the DHHS that affects Business Associate's use or disclosure of Company Protected Health Information, this Agreement will automatically be deemed amended such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation, unless Company or Business Associate elects to terminate Agreement in accordance with Section 4(b)(ii).
- e) **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- f) **Prior Agreement Terminated.** This Agreement supersedes any prior agreement of the parties concerning similar subject matter, and such prior agreement is hereby terminated.

IN WITNESS WHEREOF, Company and Business Associate have executed this Agreement the day and year first above mentioned.

BUSINESS ASSOCIATE

STANDARD LIFE AND ACCIDENT
INSURANCE COMPANY

By: _____

By:  _____

William J. Hogan
AVP-Health & HIPAA Compliance

Title: _____



**American National Insurance Company
American National Life Insurance Company of Texas
Standard Life and Accident Insurance Company**

**One Moody Plaza
Galveston, TX 77550**

NOTICE OF PRIVACY POLICY

American National Insurance Company and its affiliated companies are committed to providing insurance and annuity products and services designed to meet your needs. We are equally committed to respecting your privacy and protecting the information about you that we may receive. We have prepared this notice to advise you what information we collect, how we use it and how we protect it.

What Information We Collect

As is an essential part of our business, we obtain certain personal information about you in order to provide a financial product or service to you. Some of the information we receive comes directly from you on applications or other forms, and may include information you provide during visits to our web site. We may also receive information from physicians, testing laboratories and other health providers, and from consumer reporting agencies. The types of information we receive may include addresses, social security numbers, family information, current and past medical history and financial information, including information about transactions with other financial institutions.

What Information We Disclose

We do not disclose nonpublic personal information about our current or former customers to any non-affiliated entity, except as permitted by law. Examples of the disclosures which we are permitted by law to make include: disclosures necessary to service or administer an insurance or annuity product that you requested or authorized; disclosures made with your consent or at your direction; disclosures made to your legal representative; disclosures made in response to a subpoena or an inquiry from an insurance or other regulatory authority; disclosures made to comply with federal, state or local laws and to protect against fraud.

Our Privacy Protection Procedures

We protect information about you from unauthorized access. Our employees and agents receive training regarding our privacy policies, and access to information about you is restricted to those individuals that need such information in order to provide products and services to you. Examples of activities requiring access to personal information include: underwriting, claims processing, reinsurance and policyholder service. Finally, we employ secure technologies in order to safeguard transmission of information about you through our web sites, and we have established and maintain procedures to comply with all state and federal laws and regulations regarding the security of personal information. This notice is for your information and does not require any action on your part.



**INSURANCE ACTIVITIES REQUIRING PERSONS TO BE LICENSED
IN VIRGINIA**

Per the request of the Virginia Bureau of Insurance, I hereby certify, under penalty of perjury under the laws of the State of Virginia, that I have received, read, and understand the information provided to me in reference to the Administrative Letter 2002-8 (discusses the many changes in Virginia laws governing the licensing and other activities of insurance agents, consultants, and other licensees), Administrative Letter 2002-9 (discusses what activities require agents/agencies to be licensed and what activities are and are not permitted for those who are not licensed as insurance agents), and Administrative Letter 2008-03 (Rules Governing Military Sales Practices) found in the Virginia Bureau Insurance Code.

The referenced Administrative Letters and other pertinent Administrative Letters may be located via the Bureau of Insurance website at:

<http://scc.virginia.gov/division/boi/webpages/boiadminltrsforagents.htm>

Date _____

By _____

(Signature)

Print Name _____

(If corporation, please print corporate name & principal of corporation.)

Social Security Number / Tax ID Number _____

Branch Office Number (if known) _____