



Hartford Life Insurance Companies  
 Individual Life Operations - Contracting  
**Mailing Address:**  
 PO Box 14293  
 Lexington, KY 40512-4293  
 Fax 860.392.3346

## APPLICATION FOR LIFE CONTRACT

### SECTION A: APPLICANT INFORMATION *(Complete only one.)*

#### Individual Application

First Name		Middle Name		Last Name	
SSN			Birth Date		Professional Designations
Resident Address (No PO Box)				City	State
					Zip
Resident Phone		Resident Fax		Cell Phone	
Business Mailing Address		Physical Business Address		City	State
					Zip
Business Phone		Business Fax		Email Address	

#### Agency Application *(An Application and Agreement for Appointment Only form must be completed for each officer.)*

Business Name			TIN		
If incorporated, indicate type of entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation (type: _____) <input type="checkbox"/> Partnership (type: _____)					
Authorized Principal or Officer		Birth Date		SSN	
Business Address			City	State	Zip
Business Phone		Business Fax		Email Address	

### SECTION B: BACKGROUND QUESTIONNAIRE

For each of the questions below, if the answer is YES, please attach **a specific written explanation** with relevant dates and documentation, including certified copies of all court documents, pertaining to the question. **Failure to disclose any information** requested below will be cause for automatic rejection of this contracting appointment. *(Any pending business associated with this appointment request will also be rejected.)*

	<u>Yes</u>	<u>No</u>
1. Has any insurance company canceled your appointment and/or contract for cause?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever had any administrative proceedings, fines, reprimands, or revocations/suspensions of your license or registration(s) by any state or federal regulatory authority?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been convicted of, plead guilty or nolo contendere to any criminal offense (including misdemeanor and felony traffic offenses)?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you had a debt placed for collection, or a creditor write off a debt as uncollectible during the past 3 years?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you filed for bankruptcy, or debt reorganization (chapters 7, 11, 13) or had a judgment entered against you in connection with a debt during the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever been or are you currently involved in any pending indictments, law suits, civil judgments or other legal proceedings (civil or criminal)?	<input type="checkbox"/>	<input type="checkbox"/>
7. Are you currently subject to any tax liens or levies against you by the Federal Government (IRS) or any state regulatory authority?	<input type="checkbox"/>	<input type="checkbox"/>

**SECTION C: APPOINTMENT INFORMATION**

Type of Appointment <input type="checkbox"/> Individual <input type="checkbox"/> Agency	Resident State Insurance License #	NPN #
Indicate all states where appointment is being requested. Non-resident state appointments will be processed upon receipt of a new business application, except for restricted states (R).		
<input type="checkbox"/> All States	<input type="checkbox"/> Iowa	<input type="checkbox"/> Mississippi
<input type="checkbox"/> Alaska	<input type="checkbox"/> Idaho	<input type="checkbox"/> Montana
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> North Carolina
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Indiana	<input type="checkbox"/> North Dakota
<input type="checkbox"/> Arizona	<input type="checkbox"/> Kansas	<input type="checkbox"/> Nebraska
<input type="checkbox"/> California	<input type="checkbox"/> Kentucky	<input type="checkbox"/> New Hampshire
<input type="checkbox"/> Colorado	<input type="checkbox"/> Louisiana	<input type="checkbox"/> New Jersey
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Mexico
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Maryland	<input type="checkbox"/> Nevada
<input type="checkbox"/> Delaware	<input type="checkbox"/> Maine	<input type="checkbox"/> New York
<input type="checkbox"/> Florida (R) (if no active appointment)	<input type="checkbox"/> Michigan	<input type="checkbox"/> Ohio
<input type="checkbox"/> Georgia	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Oklahoma
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Missouri	<input type="checkbox"/> Oregon
		<input type="checkbox"/> Pennsylvania (R)
		<input type="checkbox"/> Rhode Island
		<input type="checkbox"/> South Carolina
		<input type="checkbox"/> South Dakota
		<input type="checkbox"/> Tennessee
		<input type="checkbox"/> Texas
		<input type="checkbox"/> Utah
		<input type="checkbox"/> Virginia
		<input type="checkbox"/> Vermont
		<input type="checkbox"/> Washington
		<input type="checkbox"/> Wisconsin
		<input type="checkbox"/> West Virginia
		<input type="checkbox"/> Wyoming

**SECTION D: FINRA INFORMATION**

Are you FINRA registered? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, what type of registration do you hold? <input type="checkbox"/> Series 6 <input type="checkbox"/> Series 7 <input type="checkbox"/> Series 63 <input type="checkbox"/> Other _____
Broker/Dealer Affiliation	Individual CRD #

**SECTION E: ERRORS AND OMISSIONS INFORMATION**

Do you have Errors & Omissions coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide Carrier Name.
Policy #	Indicate minimum coverage.

**SECTION F: AUTHORIZATION FOR DIRECT DEPOSITS (Optional)**

I authorize Hartford Life and Annuity Insurance Company and Hartford Life Insurance Company ("Hartford") to initiate credit entries/deposits to my account with the Financial Institution designated below. Such credit entries shall reflect commission payments that are payable to me from Hartford. I also authorize Hartford to make any adjustments for any errors in transmission to my account by crediting and/or debiting the same to such account. This authorization is to remain in full force and effect until Hartford has received written notice from me of its termination in such time and in such manner as to afford Hartford and Financial Institution a reasonable opportunity to act on it or upon written notice from Hartford.

**PLEASE SUBMIT A COPY OF A VOIDED CHECK OR SAVINGS DEPOSIT SLIP.**

**Account Type:**     Checking     Savings

Financial Institution Name (Bank)	Routing #
Account Name	Account #
Signature of Applicant	Date

**SECTION G: AUTHORIZATION, CERTIFICATION AND SIGNATURE**

**NOTICE OF BACKGROUND CHECK AND FAIR CREDIT REPORTING ACT DISCLOSURE**

This notice is being provided to you by The Hartford pursuant to the Fair Credit Reporting Act (“FCRA”). As used herein, “The Hartford” means Hartford Financial Services Group, Inc., and its subsidiaries, affiliates, officers, employees, agents and representatives.

In connection with determining your eligibility for (i) an insurance agent or producer license, (ii) to be appointed or sponsored as an agent of The Hartford, (iii) for any other certification or authorization to produce business with The Hartford, and (iv) to maintain such license, appointment, certification or authorization in one or more states, The Hartford may conduct background checks. Such background checks may include the ordering of consumer reports from a consumer reporting agency containing information on your criminal and credit history and/or the preparation of an investigative consumer report containing information as to your character, general reputation, personal characteristics, and/or mode of living obtained from personal interviews or other sources in connection with your application. Upon your written request, it will be confirmed to you whether an investigative consumer report was requested with the name and address of the consumer reporting agency to whom such request was made and a complete and accurate disclosure of the nature and scope of the report.

**California, Minnesota and Oklahoma Residents Only:** If you would like to receive a copy your consumer report, if and when one is obtained, please check the box below.

[ ] I wish to receive a copy of any credit report concerning me which is used in connection with any insurance agent or producer license, appointment, certification, or authorization I may have or seek.

**AUTHORIZATION TO ORDER CONSUMER REPORTS**

By signing below, I hereby voluntarily authorize The Hartford to conduct one or more background checks, including obtaining reports relating to my financial/credit, criminal, driving and licensing history, and to use those reports in connection with any insurance agent or producer license, appointment, certification, or authorization I may have or seek, whether now or in the future, in any jurisdiction. This is a continuing authorization.

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

## TO BE COMPLETED BY THE RECRUITING OFFICE

### SECTION H: CONTRACT SPECIFICATIONS

Marketing Affiliation <input type="checkbox"/> SFO <input type="checkbox"/> Life Brokerage with SFO <input type="checkbox"/> Life Brokerage without SFO <input type="checkbox"/> HESCO		
Product Line(s) <input type="checkbox"/> Life <input type="checkbox"/> Variable Life (HESCO only)	Are you a P and C agent? <input type="checkbox"/> Yes (P and C Agency Number: _____) Are you a Hartford Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contract Type <input type="checkbox"/> Agent <input type="checkbox"/> General Agent / PPGA <input type="checkbox"/> BGA <input type="checkbox"/> IMO		
Contract Name	Contract Rate(s) (first-year and renewal) _____ % / _____ %	Term Rate (if other than default) _____ %
Direct Up-line Name		Direct Up-line Agent Code(s)
Hartford Field Office Name		Field Office #
Field Office Contact		Email Address

### SECTION I: RECRUITER ACCEPTANCE AND SIGNATURE \*

Recruiter Name	Title
Recruiter Signature	Date

*\*The recruiter acceptance and signature is required from the person who holds oversight responsibilities for the Agent listed above in Section A. These consist of an Account Executive, BGA, Field Office Manager, IMO, Life Brokerage Marketing, PPGA stand-alone, Regional Life Consultant or the Regional Marketing Specialist.*

## SALES AGREEMENT



### 1.0 APPOINTMENT

- 1.1 Hartford Life Insurance Company and Hartford Life and Annuity Insurance Company (hereinafter collectively referred to as “Company”) hereby appoint the named individual or organization(s) as “Agent” of Company for the solicitation and procurement of the products listed on the schedule pages attached to this Agreement. Such appointment will be maintained in all jurisdictions in which the Agent is properly licensed, appointed and doing business. There are no exclusive jurisdictions. The scope of this Agreement is limited to insurance products (“Policies”) that do not constitute a security.

### 2.0 AUTHORITY

- 2.1 Agent has the power or authority to represent Company only to the extent expressly granted in this Agreement and no further power or authority is implied.
- 2.2 Nothing contained herein is intended to create a relationship of employer and employee between Company and Agent. Agents, shall be independent contractors as to Company and free to exercise their own judgment as to the time, place and means of performing all acts hereunder, but they shall conform to all regulations and guidelines of Company, as communicated to Agent by Company, and not unreasonably interfering with freedom of action or judgment.
- 2.3 This Agreement terminates all previous agency agreements, if any, between Company and Agent. However, the execution of this Agreement shall not affect any obligations which have already accrued under any prior agreement.
- 2.4 Unless permitted to net commissions, Agent shall only have the authority to collect initial premiums except as specifically set forth in the applicable commission schedule. Unless previously authorized by Company, Agents shall not have any right to withhold or deduct any part of any premium it shall receive for purpose of payment of commission or otherwise. Commission netting is not permitted for sales of life products.
- 2.5 Agent is authorized to procure and solicit applications only for those products listed on the Commission Schedule(s) attached hereto. Company reserves the right to withdraw and/or add products that are available for sale from time-to-time at its sole discretion and upon written notice to Agent.

### 3.0 COMPENSATION

- 3.1 Company will pay Agent as full compensation hereunder, commissions and/or service fees on premiums paid to Company on account of Policies issued upon applications procured pursuant to this Agreement and while this Agreement is in effect.
  - 3.1.1 Commission and/or service fees will be paid in the amounts and for the periods of time as set forth in the Commission Schedules included in this Agreement or subsequently made a part hereof, and which are in effect at the time the applications for such Policies are received by Company.

- 3.1.2 The Commission Schedules included in this Agreement are subject to change by Company at any time, but only upon written notice to Agent. No such change shall affect any Policies issued upon applications received by Company at Company's Home Office prior to the effective date of such change.
- 3.1.3 Any Commission Schedule included in this Agreement or subsequently made a part hereof may provide other or additional conditions regarding compensation and if so, will be controlling to the extent of the other or additional conditions.
- 3.2 Compensation will be earned by Agent only for those applications accepted in good order by Company, and only after receipt by Company at Company's Home Office in Simsbury, Connecticut, or at such other location as the Company may designate, from time to time, of the required premium and compliance by Agent with any outstanding delivery requirements.
  - 3.2.1 No compensation will be earned or paid on premiums waived by Company pursuant to any "waiver of premium" provision.
  - 3.2.2 Company reserves the right to rescind or terminate any existing Policy and refund premiums. Should Company for any reason return any premium on a policy issued hereunder, Agent agrees to repay Company, within thirty (30) business days of notice, the total amount of any compensation which may have been paid to Agent for the sale of that Policy.
- 3.3 Any compensation otherwise payable to Agent in accordance with this Agreement will be reduced by the amount of such compensation paid directly, at the direction of Agent, by Company to any person; or, in connection with group policies, by the amounts paid by Company to a resident licensed agent in a state which requires the countersignature by, or the effectuating of the insurance through, a resident licensed agent.
- 3.4 Company will periodically provide Agent with commission statements. If Agent does not question the accuracy of such statement in writing within 90 days of mailing, such statements shall be deemed accurate and complete.
- 3.5 In the event of termination of this Agreement for one or more of the reasons specified in Subsections 6.2.1 or 6.2.2 below, no further commissions or other compensation shall thereafter be payable.
- 3.6 In the event of termination in accordance with Subsection 6.1 below if in any calendar year following such termination, if the aggregate commissions payable hereunder total less than \$100.00, no further commissions shall be payable hereunder, other references to vesting to the contrary not withstanding.
- 3.7 Company reserves the right to modify, change or discontinue the offering of any policy form at any time.
- 3.8 No payment will be used by the Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Law for the sale of insurance.

#### 4.0 GENERAL PROVISIONS

- 4.1 Agent shall cooperate with Company in the investigation and settlement of all claims, complaints or grievances against Agent and/or Company relating to the solicitation or sale of Policies under this Agreement. Agent shall promptly forward to Company any notice of claim, complaint or grievance or other relevant information which may come into Agent's possession.
- 4.2 Agent shall keep full and accurate records of the business transacted by Agent under this Agreement and shall forward to Company such reports of said business as Company may prescribe. Company shall have the right to examine said records at reasonable times. All rate books, manuals, software, forms, supplies and any other properties furnished by Company and in the possession of Agent shall be returned to Company on termination of this Agreement.
- 4.3 Agent shall bear all of Agent's expenses incurred in the performance of this Agreement.
- 4.4 Agent shall obtain applications for Company and, where appropriate, to conserve and renew Policies issued by Company.
- 4.5 All applications for the purchase of Policies shall be subject to acceptance by Company. Company reserves the right to prescribe conditions, rules and regulations for the offer and acceptance of its Policies, which may be changed from time to time and which shall be forwarded to Agent.
- 4.6 Except in regard to Commission Schedule changes as stated herein or as may be required by law or regulation, no waiver or modification of this Agreement will be effective unless it be in writing and signed by a duly authorized officer of Company and Agent or a duly authorized officer of Agent.
- 4.7 The failure of Company to enforce any provisions of this Agreement shall not constitute a waiver of any such provision. The past waiver of a provision by Company shall not constitute a course of conduct or a waiver in the future of that same provision.
- 4.8 In the event any legal process or notice is served on Agent in a suit or proceeding against Company, Agent shall forward forthwith such process or notice to Company at its Home Office in Simsbury, Connecticut, by certified mail, or at such other location as the Company may designate, from time to time.
- 4.9 Agent shall not use any advertising material, prospectus, proposal, or representation either in general or in relation to Policies of Company unless furnished by Company or until the consent of Company shall have been first secured. Agent shall not issue or recirculate any illustration, circular, statement or memorandum of any sort, misrepresenting the terms, benefits or advantages of any Policy issued by Company, or make any misleading statement as to benefits to be received thereon, or as to the financial position of Company.
- 4.10 Agent shall not make any misrepresentation or incomplete comparison of products for the purpose of inducing a current or potential policyowner or policyholder to lapse, forfeit or surrender his or her current insurance policy in favor of purchasing Companies' or other insurer's product. Communication with clients shall include sufficient information regarding the appropriateness of the transaction to allow the client to make an informed decision. Agent will ensure that any replacement recommended will be suitable.

- 4.11 Except to the extent permitted by law, Agent shall not offer or pay any rebate of premium or make any offer of any other inducement not specified in the Policies to any person to insure with Company.
- 4.12 No assignment of this Agreement, or commissions payable hereunder, shall be valid unless authorized in writing by Company. Every assignment shall be subject to any indebtedness and obligation of Agent that may be due or become due to Company and any applicable state insurance regulations pertaining to such assignments.
- 4.13 Company may at any time deduct, from any monies due under this Agreement, every indebtedness or obligation of Agent to Company or to any of its affiliates.
  - 4.13.1 On termination of this Agreement, any outstanding indebtedness to Company shall become immediately due and payable.
- 4.14 Agent shall comply with insurance rules relating to the sale of insurance products, including but not limited to rules describing the use of illustrations.

## 5.0 **LIMITATION OF AUTHORITY**

- 5.1 Agent may not incur any indebtedness or liability, or to make, alter or discharge agreements, or to waive forfeitures, extend the time of payment of any premium, waive payment in cash, or to receive any money due or to become due Company, except as specifically provided in this Agreement.
- 5.2 No individual Policy shall be delivered if Agent has knowledge that the health of the proposed insured has changed since the application was taken. Any Policy not delivered, in accordance with this Subsection 5.2, shall be returned to Company immediately.
- 5.3 Agent is prohibited from binding or committing Company on any risk except as outlined in Company approved temporary insurance agreements.
- 5.4 Agent may not make, waive or modify any rates, terms or conditions of any Policy.

## 6.0 **TERMINATION**

- 6.1 This entire Agreement may be terminated by either party by giving thirty (30) days' notice in writing to the other party.
  - 6.1.1 Such notice of termination shall be mailed to the last known address of Agent appearing on Company's records or in the event of termination by Agent, to the Home Office of Company at P.O. Box 5085, Hartford, Connecticut 06102-5085.
  - 6.1.2 Such notice shall be an effective notice of termination of this Agreement as of the time the notice is deposited in the United States mail or the time of actual receipt of such notice if delivered by means other than mail.
- 6.2 This Agreement shall automatically terminate without notice upon the occurrence of any the events set forth below:
  - 6.2.1 When and if Agent commits fraud or gross negligence in the performance of any duties imposed upon Agent by this Agreement or wrongfully withholds or misappropriates, for Agent's own use, funds of Company, its policyholders or applicants.

- 6.2.2 When and if Agent materially breaches this Agreement or materially violates any applicable Federal or State insurance laws or regulations.
- 6.2.3 When and if Agent fails to obtain renewal of a necessary license in any jurisdiction, but only as to that jurisdiction.
- 6.3 The provisions of Sections 3.0, 4.0, and 5.0 and (if applicable) Subsection 7.5 shall survive the termination of this Agreement, as appropriate.

## 7.0 **CUSTOMER CONFIDENTIALITY**

The Company and Agent agree that all Personal Information received by any party related to a policyowner shall remain confidential, unless such facts or information is required to be disclosed by any regulatory authority or court of competent jurisdiction.

For purposes of this Agreement, Personal Information means financial and medical information that identifies an individual personally and is not available to the public, including, but not limited to, credit history, income, financial benefits, policy or claim information and medical records.

All parties agree to use and disclose Personal Information only to carry out the purposes for which it was disclosed to them and will not use or disclose Personal Information if prohibited by applicable law, including, without limitation, statutes and regulations enacted pursuant to the Gramm-Leach-Bliley Act (Public Law 106-102). If any party hereto outsources services to a third party, that party shall ensure that such third party will agree in writing to maintain the security and confidentiality of any information shared with them.

## 8.0 **AML**

Agent represents that it has received anti-money laundering training regarding the USA PATRIOT Act, and applicable implementing regulations promulgated by the Secretary of the United States Treasury. Such training shall include but not be limited to “Know Your Customer” identification and verification procedures; financial transaction monitoring/surveillance procedures to determine whether any client is engaging in suspicious activities that should be reported to the United States Treasury Department’s Financial Crimes Enforcement Network office; and Agent’s responsibilities under Hartford Life’s AML Program for selling covered products offered by Hartford Life as set forth in the Guide to Hartford Life’s AML Program as it may be annually updated by Hartford Life.

Agent represents it will not sell any Policies to: (1) any investor listed on the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) list of prohibited persons, entities, and countries, and for which any Hartford Life transactions with such investor are prohibited under the various economic sanctions laws and regulations administered by OFAC, or (2) a foreign shell bank. A foreign shell bank is defined as a bank that (a) does not maintain a physical presence in any jurisdiction; and (b) is not (i) an affiliate of a bank that maintains a physical presence and (ii) subject to regulation by the governmental authority that regulates the non-shell bank affiliate.

Agent represents it will cooperate and share information with Company with respect to suspicious client activities or ‘red flag’ events, and help investigate and resolve whether particular transactions are or are not suspicious, and in the preparation of Suspicious Activity Reports to the Financial Crimes Enforcement Network. Agent acknowledges that non-cooperation with these Anti-Money Laundering provisions constitutes a reason for the termination of this Agreement pursuant to the termination provisions of this Agreement.

## 9.0 **INDEMNIFICATION**

- 9.1 Agent shall indemnify and hold Companies, and each of their respective directors, officers, and employees, harmless from any claims, demands, damages and/or costs sustained by Companies and/or Affiliates (including reasonable attorneys' fees) on account of, arising out of or related to any complaint, claim, action, suit or proceeding arising out of, based upon, or otherwise relating to: (a) any breach of any representation, warranty, covenant, agreement or other obligation of Agent in this Agreement; (b) a violation of applicable state and/or federal laws, regulations or rules, or the rules; (c) negligent, fraudulent, illegal or wrongful action or inaction by Agent and any affiliate or by persons employed or appointed by Agent. Agent expressly authorizes Company to charge against all compensation due or to become due to Agent under this Agreement any monies paid or liabilities incurred by Company under this Provision.
- 9.2 Company shall indemnify and hold Agent harmless from any claims, demands, damages and/or costs sustained by Agent (including reasonable attorneys' fees) on account of, arising out of, or related to any complaints, claim, action, suit or proceeding based upon, or otherwise relating to: (a) any breach of any representation, warranty, covenant, agreement or other obligation of Company contained in this Agreement; (b) a violation of applicable insurance laws, regulations or rules, or the rules; or (c) negligent, fraudulent, illegal or wrongful action or inaction by Company. Indemnification by Company is subject to the conditions that Agent promptly notifies Company of any claim or suit made against Agent, and that Agent allows Company to make such investigation, settlement, or defense thereof as Company deems prudent.

## 9.0 **CHOICE OF LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

## 10.0 **COMPENSATION DISCLOSURE**

The parties to this Agreement agree to comply with all applicable state insurance and federal securities law relating to the disclosure of compensation generated in connection with the sales of Policies described in this Agreement. To the extent applicable, this Section also addresses the specific practice of Agent(s) charging fees to a policyholder for the placement/service of the Companies products sold by the Agent. This charging of any fee to the policyholder is solely a decision by the Agent acting on its own behalf and not on the behalf of Companies.

By executing this Agreement, all parties acknowledges that this Agreement has been read in its entirety and is in agreement with the terms and conditions outlining the rights of the parties under this Agreement.

IN WITNESS WHEREOF, the undersigned parties acknowledges that this Agreement has been read in its entirety, are in agreement with the terms and conditions and have executed this Agreement to be effective as set forth above, upon the effective date below.

AGENT

By: \_\_\_\_\_

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

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

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

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

HARTFORD LIFE INSURANCE COMPANY

By: \_\_\_\_\_

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

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

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

By: \_\_\_\_\_

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

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