


## Agent Contracting Guide



Agents are  
the driving  
force behind  
our success.

*We are United American.*

Contracting forms to build your relationship with  
United American Insurance Company.

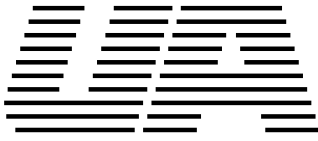
*Need Additional Information?*

- Visit <http://uageneralagency.com>
- Email: [agency@tmkmail.com](mailto:agency@tmkmail.com)
- Agent Service Center - 800-925-7355
- Or Contact Your General Agent/Agency

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# My UA Agent Worksheet

A step by step guide to becoming a member of the **UA Team!**

## REQUIRED

- Data Sheet**- Complete, Sign, Date.
- Agent Contract** - Print name on page 1, sign/date lower right corner of page 2 (**must sign signature section above the dotted line**). *Return both pages.*
  - o **Advance Program (Optional Commission Loan Advance Program)** - Elect to receive loans from the Company by checking yes and signing at the bottom of page 2 (**must also sign signature section below the dotted line to request advances**). *This feature is optional and subject to a pre-screening background approval.*
- EFT-Direct Deposit Form** - Complete form-include a voided check.
- Hierarchy Worksheet** – Completed and signed by MGA
- Business Associate Agreement (HIPAA)** - Print name on page 1, sign bottom of page 2. *Return both pages.*
- W-9 Form** – Complete required information.
- Check/Money Order Payable to United American** - (If applicable-see introductory letter chart) currently, we cannot accept credit card payments.

**Please refer to your introductory letter for any applicable fees.**

## Non Resident States

Other than your resident state, please list any additional non-resident states were you currently hold a license and would like to be appointed. One fee check may be submitted for applicable resident and non resident fees.

### Return Fee Memo

If your completed contracting paperwork will be returned by fax or email, use this form to forward any fees due to ensure a quick match up of your fee and paperwork once received at our office.

Attach a check or money order payable to United American, fill in the information below, and mail to our office.

**ATTACH PAYMENT HERE**

Agent Name: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Date: \_\_\_\_\_

Please do not include copy of paperwork if previously faxed or emailed.

### Return Options

**Email:**  
[UAContracting@tmkmail.com](mailto:UAContracting@tmkmail.com)

**Fax:**  
(972) 569-3735

**Mail:** UA Licensing  
P O Box 8080  
McKinney, TX 75070

## Agent Data Sheet – Larry Goudy

### Applicant Information – Print Name

Full Name:	Social Security Number:
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### Top Agent or Agency

Full Name:	UA Account Number:
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### Business Address

Address:		Suite #:
City:	State:	ZIP Code:
Phone:	Fax:	Mobile:
E-Mail Address:		

### Personal Address

Address:		
City:	State:	ZIP Code:
Phone:	Fax:	Mobile:
E-Mail Address:		

### Additional Information

Date of Birth:	Place of Birth:
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Spouse's Name:	Is your spouse licensed to sell Life or Health Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No

### Information required by State Insurance Departments

Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No    ( if so, enclose court documents and an explanation)
Have you ever been refused, had suspended, or revoked an insurance license in any state? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do you owe an unpaid balance to any insurance company? <input type="checkbox"/> Yes <input type="checkbox"/> No    ( if so, enclose particulars)

### Authorization to Obtain Information

***I certify that my answers are true and complete to the best of my knowledge.***

**I AUTHORIZE ANY CONSUMER REPORTING AGENCY, or any other organization, or person having knowledge of my character, reputation and financial position to give United American Insurance Company any and all such information. I understand that the information obtained by use of this authorization will be used by the Company to determine eligibility for agent appointments, and for other business purposes in connection with our relationship. I hereby release them from all liability for any damage that may ensue from furnishing this information.**

*I give my consent to United American Insurance Company to perform periodic criminal history background checks in any state, including Georgia, prior to, and up to, termination of my contract with United American.*

*I understand that any information obtained will not be released by United American Insurance Company to any person or organization except to persons or organizations performing business or legal services in connection with this application.*

*I know that I may request to receive a copy of this authorization and the report. I understand and agree that a photographic copy of this Authorization shall be valid as the original.*

Date \_\_\_\_\_

SIGNATURE OF APPLICANT

## **UNITED AMERICAN INSURANCE COMPANY AGENT'S CONTRACT**

This Contract, and the Commission Schedule(s) attached hereto and made a part hereof for all purposes (collectively referred to as this Contract), made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **UNITED AMERICAN INSURANCE COMPANY** (hereinafter referred to as Company), and \_\_\_\_\_ (hereinafter referred to as Agent) for the purpose of soliciting applications for insurance and insurance products written under the Agency Division program which provides for the sale of life and health insurance products.

### **INDEPENDENT CONTRACTOR**

It is expressly agreed that the relationship intended by this Contract between Agent and Company shall be that of an Independent Contractor only, and that nothing contained herein shall be construed to create the relationship of employer and employee. This Contract or any benefit hereunder may not be assigned, transferred, or pledged by the Agent.

### **MANNER OF CONDUCTING BUSINESS**

Agent's clientele may be developed by him by any lawful means. He shall select his own hours and workdays and is under no obligation to account to the Company for his time. Company may hold sales meetings to acquaint the Agent with new products and sales techniques for the benefit of the Agent. However attendance at sales meetings will be optional and at the expense of the Agent. Agent shall be free to exercise his own judgment as to the time, routine, place, method and manner he solicits insurance. Agent shall not solicit outside the jurisdiction for which he is licensed or contrary to the laws or insurance regulations of the states where he operates.

The Company may from time to time make available to the Agent supplies, leads, name lists, advertising matter and other material designed to assist Agent in soliciting business. All such material and other policyholder information, whether past, current or prospective, acquired by Agent shall remain the sole property of the Company, shall not be duplicated and shall be returned to the Company within five (5) days after the termination of this Contract.

### **EXPENSES**

Agent shall be responsible for all expenses incurred in the production of insurance for the Company. Agent shall at his own expense furnish his own means of transportation, office or place of business, advertisements, form letters, letterheads, circulars, and any other relevant expenses incurred in the solicitation of insurance for the Company.

Agent shall be responsible to Company for all loss or damage arising from business done by and entrusted to him and shall indemnify and hold Company harmless from any and all expenses, costs, causes of action, loss or damages resulting from fraudulent or unauthorized acts or omissions of Agent and any agent(s) under contract with Company and assigned to Agent.

### **POWERS, DUTIES & RESPONSIBILITIES**

During the continuance of this Contract the Agent has the authority to:

- A. Remit all applications for insurance to the Company for approval or rejection and to collect only the initial premium payments due on such applications.
- B. Procure through agent(s) or personally through the Company, applications for insurance written by the Company.
- C. When authorized by the Company and subject to Company approval recruit, train, and supervise agents.
- D. Agent shall have the duty of properly representing Company and developing his territory with diligence and in an ethical manner, and the Agent agrees to conform to the rules, regulations, and practices of Company.
- E. Agent shall be responsible to Company for all monies and securities received by him for Company and shall hold such in trust separate from all other funds and securities, and promptly remit same to Company.
- F. Company reserves the right at any time to terminate the contract of any agent appointed by Company and assigned to Agent.
- G. The Agent shall not insert or authorize the insertion of any advertising matter bearing the Company's name in any publication, issue or distribute, or authorize the issuance or distribution of any circular or paper on behalf of the Company, without first submitting said advertising matter in writing to Company and receiving prior written approval of Company.

### **COMMISSIONS**

Company agrees to pay to the Agent commissions on business written by Agent or any agents assigned to him by the Company on premiums actually received and earned by the Company in accordance with the Commission Schedule(s) attached hereto. In the event Company shall, either during the continuance of this Contract or after its termination, refund premiums under any policy to an Insured, Agent shall immediately repay to Company the amount of any commission paid him or his agent(s) on the premium so refunded.

- A. All commissions shall be calculated only on premium actually received by the Company. Commissions will be calculated only on those premiums paid by or on behalf of the insured. No commissions shall be paid on interest, or on premium waived or commuted by reason of death, disability or exercise of policy options.
- B. Company at any time while this Contract is in force or after its termination may set off against any claims by Agent for commission or other monies accruing to the account of the Agent under the terms of this Contract any debts, liabilities or obligations of the Agent to the Company. Agent further agrees that any indebtedness now or hereafter owing to the Company or its affiliates shall be secured by a first lien against the commissions or any other monies payable to Agent under this Contract and any other contract Agent may have with the Company or its affiliates.
- C. All amounts owed to Company or its affiliates by Agent shall become due and payable immediately upon notice to the Agent.
- D. The right to receive commission shall automatically terminate upon termination of this Contract except as provided herein. Payment of renewal commission upon termination of this Contract will be vested immediately, subject, however, to the Company's right of set off as set forth in this Contract, the limitations and exceptions described below and the provisions of the Loan Agreement section of this Contract.

The right to receive vested renewal commissions, if any, shall immediately terminate without notice if:

- (1) This Contract is terminated for cause or for any violations of any of the provisions or agreements of the Contract.
- (2) In any calendar year following termination the amount of vested renewal commissions paid under this Contract is less than \$500.00.
- (3) Any debit balance is not repaid within 120 days after contract termination.

- E. At the option of the Company, payment of commissions will be held in abeyance for 120 days after termination to determine the existence of any sums due Company which are to be set off against commissions.
- F. Termination of an agent assigned to Agent shall not affect the right of an Agent to receive override commission on vested commission of a terminated agent.
- G. Agent agrees that Agent's right to receive commissions shall automatically terminate if any and all indebtedness to Company has not been fully discharged within 120 days after termination of Agent's appointment with Company, whether such termination is by Company, by Agent, by the General Agent or by mutual agreement. In addition, in the event the General Agent completely discharges Agent's indebtedness to Company, the General Agent shall be subrogated to Company's right to recover the balance of such indebtedness from Agent, and the General Agent may proceed directly against Agent without the joinder of Company. As used herein, the term "General Agent" shall mean the General Agent to whom Agent is assigned, or who receives an override commission on business produced by Agent, but it shall not include any intervening agents who also receive override commissions.

This Contract shall be terminated by the death of the Agent and all eligible renewal commissions shall be then vested and payable to the surviving spouse. If there is no surviving spouse then such renewal commissions shall be paid to the Executors or Administrators of the Agent's Estate.

The Company reserves the right to alter, increase, decrease, modify or withdraw the Commission Schedule and/or Loan Agreement Provisions of this Contract at any time. However, any change shall apply from and after the effective date of such change on business produced after that date.

**LOAN AGREEMENT**

If agent elects, Company may make periodic loans to Agent against future credited commissions on applications written and submitted to the Company by Agent or any Subagents assigned to Agent. Such loans shall be made in lieu of payment of credited commissions as provided in the Commission Schedule.

- A. Such loan shall be a percentage of annualized insurance premium on production submitted on completed applications. The percentage loaned will be determined in the sole discretion of the Company.
- B. Any loan proceeds shall be reduced by the amount of chargebacks to Agent's account from any source.

**INDEBTEDNESS**

Any indebtedness owed by the Agent to the Company shall be paid upon notice to the Agent. In addition to the provisions of paragraph Department all indebtedness of the Agent to Company shall be secured by a first lien on any commissions or renewal commissions due or to become due the Agent. The Company may at any time offset against all commissions accrued or to accrue to the Agent, any debt due from the Agent to the Company, whether now existing or hereafter arising. In the event any indebtedness is placed in the hands of a collection agent or attorney, or both, Company shall be entitled to recover reasonable collection and attorney's fees, unless either party pleads otherwise.

**DEPORTMENT**

Should the Agent at any time, either before or after termination of this Contract, wrongfully withhold any funds belonging to any applicant for insurance, a policyholder or the Company; or should the Agent induce any policyholder to lapse, relinquish or surrender a policy with the Company; or should the Agent be in default under, or fail to comply with any provision, covenant, representation or warranty contained in this Contract or any other Contract agreement, or in any document or instrument related thereto, between the Agent and the Company; or should the Agent fail to comply with any State insurance laws or regulations, or Federal laws or regulations under which he or it is licensed or is otherwise subject; then the Agent shall immediately forfeit his or its right to receive any commissions or any other compensation due or to become due, whether vested or otherwise, under this Contract or any other agreement with the Company.

**ADDITIONAL PROVISIONS**

This Contract is personal and not transferable. Any assignment, transfer, or sale of this Contract or any right to interest herein, without prior written consent of Company, shall not be valid or in any way binding upon Company.

The use of the masculine gender shall include the feminine gender and the use of the singular shall include the plural where appropriate.

This Contract takes effect on the date and year first above written.

**TERMINATION**

This Contract may be terminated at the will of either party hereto, for any reason or without cause, at any time upon actual notice, written or oral. Cancellation or loss of license shall automatically terminate this Contract.

IN WITNESS WHEREOF, this Contract has been signed by the parties hereto.

UNITED AMERICAN INSURANCE COMPANY

BY: \_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent

***Must complete below to elect to receive loans (advances)***

Re: Loan Agreement:

- I DO elect to receive loans from the Company.
- I DO NOT elect to receive loans from the Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent

## BUSINESS ASSOCIATE AGREEMENT

This is Business Associate Agreement ("Agreement"), by and between United American Insurance Company ("United American" or "Covered Entity") and \_\_\_\_\_ ("Undersigned" or "Business Associate"), collectively the "Parties", is effective April 14, 2003 (the "Effective Date"). The purpose of this Agreement is to set forth the Parties' mutual agreement on the terms for their compliance with the Health and Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, 45 C.F.R. Parts 160-164 the "Privacy Rule" and the "Security Rule"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in HIPAA, which definitions are hereby incorporated by reference. The Parties acknowledge and agree that United American is a Covered Entity and that Undersigned is a Business Associate with respect to United American as those terms are defined by HIPAA. As set forth herein, Covered Entity intends: (1) Protected Health Information obtained by Business Associate to remain confidential in accordance with State and Federal law and sound business practices; and (2) Business Associate to use and disclose the Protected Health Information that it obtains from Covered Entity in a manner strictly adherent to State and Federal privacy laws, including, but not limited to, HIPAA. For purposes of this Agreement, "Protected Health Information" ("PHI") shall have the same meaning as the term "Protected Health Information" in 45 CFR § 164.501, but limited solely to the protected health information created or received by Business Associate from or on behalf of Covered Entity.

### Obligations and Activities of Business Associate

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by the Agreement or as Required by Law
- b. Business Associate agrees to implement physical, administrative and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule, and to prevent the use or disclosure of any PHI, as required by the Privacy Rule other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement
- d. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, as well as any security incident of which it becomes aware in accordance with the Security Rule. Business Associate hereby gives notice to Covered Entity that routine, unsuccessful security events occur on Business Associate's information systems on a daily basis. Covered Entity agrees that this Amendment constitutes sufficient reporting by Business Associate to Covered Entity under the Security Rule of such routine, unsuccessful security events that do not result in unauthorized access, use, disclosure, modification or destruction of electronic PHI or the unavailability of electronic PHI. For purposes of the Security Rule, such routine, unsuccessful security events include, but are not limited to, pings on a firewall, port scans, attempts to log on to a system or enter a database with an invalid password or username, and denial-of-service attacks that do not result in a service being taken off-line
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information
- f. Where applicable, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524
- g. Where applicable, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary or person or entity designated by the Secretary, for purposes of the Secretary's determining Covered Entity's compliance with the Privacy Rule
- i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528
- j. Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

### Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform its obligations, contractual or otherwise, to Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

### Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- b Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164 522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

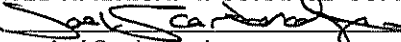
- a Term. The Term of this Agreement shall commence on the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section
- b Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a Provide an opportunity for Business Associate to cure the breach or end the violation;
  - b Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - c If neither cure nor termination are feasible, Covered Entity shall report the violation to the Secretary.
- c Effect of Termination.
  - a Except as provided in paragraph (2) of this section, in the event of termination, for any reason, of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI
  - b In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's acceptance that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI

Miscellaneous

- a Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and as the HIPAA privacy and security statutes and regulations may be amended from time to time
- c Survival. The respective rights and obligations of Business Associate set forth herein shall survive the termination of this Agreement.
- d Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.
- e Indemnity. The Business Associate will indemnify and hold harmless Covered Entity and any of its affiliates, trustees, officers, directors, employees, volunteers or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any violation of, or failure of Covered Entity to fulfill its obligations under, HIPAA due to failure of Business Associate to fulfill its obligations under this Agreement. The Business Associate's obligation to indemnify Covered Entity will survive the expiration or termination of this Agreement. Covered Entity may, at its option, conduct the defense or settlement of any such action arising as described herein, and Business Associate shall fully cooperate with such defense.
- f No Third Party Beneficiaries. This Agreement is entered into by and between the parties hereto for the exclusive benefit of each of the parties hereto, and may not be otherwise assigned by either party without the express written consent of the other. The parties agree that there shall be no incidental or intended third-party beneficiaries under this Agreement. Nor shall any other person or entity have rights arising from the same

IN WITNESS WHEREOF, the parties have affixed their hands and seals as of the Effective Date.

UNITED AMERICAN INSURANCE COMPANY

By:   
 Name: Joel Scarborough  
 Title: Vice President & Associate Counsel

AGENT

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

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

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <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 Line 1 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
or
Employer identification number

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

### 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.

<b>Sign Here</b>	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 recipient 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 28% 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.

## 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” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business 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” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the “Exempt from backup withholding” box in the line following the business 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.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, 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](http://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](http://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 [www.irs.gov](http://www.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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

- 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> 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.** 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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal 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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# PC ADMINISTRATION HIERARCHY WORKSHEET

Please print below for all that apply: Level number, Agent name, and Agent number if known.

UA AGENT #

Level _____	_____	_____
Level _____	_____	_____
Level _____	_____	_____
Level _____	_____	_____
Level _____	_____	_____
Level _____	_____	_____
Level _____	_____	_____

PLEASE CHECK ONE:

NEW AGENT                       CORRECTION/CHANGE

Agent will  will not  be participating in Advance program.

FORM MUST BE DATED AND SIGNED BY THE MASTER GENERAL AGENT.

  
\_\_\_\_\_  
Signature of Master General Agent

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

\_\_\_\_\_  
Print MGA Name

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



## Electronic Funds Transfer – Direct Deposit

United American is now recommending that all Agents take advantage of this more convenient, safe, and efficient manner of receiving commission payments. No more checks to cash, no more worrying about lost or stolen checks, and in most cases, funds are available sooner than regular checks. Enrolling is as easy as 1-2-3. Simply complete the form below, attach a voided check, and return to our office by email to [swaters@torchmarkcorp.com](mailto:swaters@torchmarkcorp.com), fax to 972-569-3735, or mail to the attention of Agent Licensing at the address below.

→ **Please Note: You may receive one more commission check via mail while we are initiating the EFT process.**

Sincerely,

**ANDREW W. KING**  
PRESIDENT  
UNITED AMERICAN  
INSURANCE COMPANY

### United American Insurance Company Authorization Agreement for Direct Deposit

**Important: This form will not be effective without a VOIDED check for the account indicated in Section 2 and this form signed in Section 3 by the individual listed in Section 1.**

<b>1</b>	Name (please print)	Agent Number	SSN/TaxID
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I hereby authorize United American Insurance Company to deposit directly into my account listed below. If the company erroneously deposits funds into my account, I authorize the company to initiate the necessary debit entries, not to exceed the total of the original amount credited.

<b>2</b>	Depository Name	<input type="checkbox"/> Bank <input type="checkbox"/> Credit Union <input type="checkbox"/> Savings & Loan	City, State, Zip
	Transit/ABA number	<input type="checkbox"/> Checking Account	Account Number

This authorization will remain in effect until cancelled by the company or the company has received written notification from me that it is to be terminated in such time and manner for the company to act on it.

<b>3</b>	Signature	Date
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