



## WILLIAM PENN LIFE INSURANCE COMPANY OF NEW YORK

A Legal & General America Company  
3275 Bennett Creek Avenue  
Frederick, Maryland 21704  
(800) 346-4773

## AGENT APPOINTMENT APPLICATION PACKAGE

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### INSTRUCTIONS FOR AGENT APPOINTMENT

The general agent is responsible for completing the necessary forms required to process and appoint an agent. All pages must be completed in full and must be legible. Please follow these instructions carefully.

- DO**
- Type or print clearly (Use black ink only).
  - Obtain all necessary signatures.
  - Fill in all blanks and answer all questions.
  - Deliver the Agent/Broker Agreement to the agent.
  - Submit to William Penn Life:
    - The signed Agent/Broker Agreement form (2976).
    - The William Penn Life Biographical form (BK-10WP).
    - The Assignment of Commission form (BK-6WP), Commission Payment Profile form (BK-12WP) and Transfer Request form (WPL103), if applicable.
    - A signed W-9 tax status form (W9-WP).
    - If the agent/broker's number is pending, please include a cover memo with the appointment papers identifying the agent/broker.
    - A copy of the agent/broker's current New York license.
- DO NOT**
- Submit the Agent/Broker Agreement to William Penn Life.

## INSTRUCTIONS FOR FORM COMPLETION

- DO**
- Biographical Information for Contract Applicant (**Form BK-10WP**)
    - If the application is for an individual appointment, complete sections I, II, IV and V of the BK-10WP form.
    - If the application is for a corporate appointment, complete all sections of the BK-10WP form. Section IV should provide information for both the principal and the corporation. Note: The person completing this form must be listed as an active sub-licensee on the corporate NY license.
  - Agent/Broker Agreement (**Form 2976**)
    - Record the agent/broker name then have the authorization signed and dated.
    - Complete, sign and date general agent information.
  - Agent/Agency Commission Payment Profile (**Form BK-12WP**)
    - The standard method of commission payment is by check three times per month.
    - To select other options, complete sections I and II.
    - For direct deposit (EFT) of commissions to the agent's bank account, complete sections I, II, III and IV.
  - Assignment of First Year and Renewal Commissions (**Form BK-6WP**)
    - Complete, sign, and date the assignment of commission form.
    - Be certain to indicate the Agent/Broker/General Agency name, name and location of the assignee, and agent number, or write "pending" if a number has not been issued. Be sure to also indicate the agent/broker agreement date.
  - Agent/Agency Transfer Request (**Form WPL103**)
    - An agent/broker may have up to three active agent/broker appointments.
    - Complete form WPL103 to terminate an existing appointment.
  - W-9 Tax Status Form
    - Read all explanations, guidelines, and instructions.
    - Check the appropriate box for an individual/sole proprietor, corporation, partnership, or other entity.
    - Include the full social security number or tax ID number in Part I.
    - Part II of the form must be signed and dated.
- DO NOT**
- Leave any requested spaces blank.



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**AGENT OR AGENCY BIOGRAPHICAL INFORMATION FOR CONTRACT APPLICANT**

This form must accompany all contracts submitted to William Penn Life Insurance Company of New York.  
**Please print or type all information in BLACK ink only.**

**Section I - CONTRACT TYPE.**

**Please check only one.** Contract is for:

- corporation - complete all sections except IIB
- individual - complete sections I, IIA, IV, V
- individual - but "doing business as" complete all sections except IIB
- individual - but "selling through a firm such as an independent broker dealer, bank, wirehouse, or P&C agency" complete all sections I, IIA, IIB, IV, and V

**Section IIA - INDIVIDUAL APPLICANT OR CORPORATE PRINCIPAL REQUIRED INFORMATION.**

Social Security Number: \_\_\_\_\_ Sex:  Male  Female  
Required

Name: \_\_\_\_\_  
Last First Middle Initial

Date of Birth: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Month Day Year

Business Phone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
Street Suite Number City State Zip

Home Address: \_\_\_\_\_  
Street Apt. Number City State Zip

Home Phone: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

I am an officer of the corporation in section III.

**Section IIB - FIRM REQUIRED INFORMATION.**

Firm Name: \_\_\_\_\_ Firm Tax ID Number.: \_\_\_\_\_

Firm Type:  Broker Dealer  Bank  Wirehouse  P&C Agency  Other \_\_\_\_\_

Firm Address: \_\_\_\_\_  
Street Suite Number City State Zip

**Section III - CORPORATE APPLICANT REQUIRED INFORMATION. INDIVIDUAL APPLICANTS DO NOT COMPLETE THIS SECTION.**

Tax ID Number: \_\_\_\_\_  
Required

Corporate Name: \_\_\_\_\_

Corporate Phone: \_\_\_\_\_ Corporate Fax No.: \_\_\_\_\_

Corporate Address: \_\_\_\_\_  
Street Suite Number City State Zip

Corporate E-mail Address: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

Primary Principal for Corporate Records: \_\_\_\_\_

Background information reported on page 2 should provide information for the primary principal and the corporation.

Additional Principals: \_\_\_\_\_

Names of Sublicensees: \_\_\_\_\_

Office Manager or Primary Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Toll-Free Number for Client Calls: \_\_\_\_\_

**Please attach a copy of your license for the State of New York. Please complete the second page of this form as well.**

**Incomplete information will delay contracting.**

**Section IV - BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS.**

Please provide a detailed letter of explanation for any "yes" answers below. If this is a corporate application, the questions should be answered by the agency principal.

- 1. Do you have any unsatisfied judgments, garnishments or liens against you?  Yes  No
- 2. Are you in debt to any insurance company?  Yes  No
- 3. Have you ever filed for or been declared bankrupt or insolvent either personally or in business?  Yes  No
- 4. Have you ever been charged with, convicted of, or plead no contest to:
  - a. any felony or misdemeanor?  Yes  No
  - b. any violation of any state insurance regulations or statutes?  Yes  No
  - c. any violation of federal or state securities or investment related regulations?  Yes  No
- 5. Are you now or have you ever been the subject of any insurance or investment related customer complaint, investigation or proceeding?  Yes  No
- 6. Have you ever had your contract or appointment terminated or refused by any insurance or financial services company?  Yes  No
- 7. Have you ever had a license denied, revoked or suspended by any Securities and/or State Insurance Department?  Yes  No
- 8. Have you used any other names or aliases?  Yes  No

Remarks: \_\_\_\_\_

Current or previous employer: \_\_\_\_\_

Are you now or have you ever been contracted or otherwise associated with William Penn?  Yes  No  
or Banner Life?  Yes  No

If Yes, please provide details including agent # and agency name: \_\_\_\_\_

Do you have Errors and Omissions coverage?  Yes  No

If you are a general agent, does your E&O policy cover agent/broker activity?  Yes  No

E&O Carrier: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

I hereby certify that all the information given to William Penn by me is true and correct without any omissions of any kind. I hereby authorize William Penn to conduct a background investigation on me, including a review of credit worthiness, now or at any time. I understand that information may be obtained through written correspondence, personal or telephone interviews with family, friends, neighbors, business associates or other acquaintances, companies I have worked for or with whom I have been contracted, and any other persons or organizations contracted to supply such information. I also understand and acknowledge that information received by William Penn may be shared with the general agencies indicated below and I hereby expressly consent to the sharing of such information with the general agencies indicated below. I understand and acknowledge that by providing an email address I am permitting the Company to share select business communications with me via email. I further hereby certify that if this application is approved, I will comply with all the terms and conditions of the Company's Agent/Agency Agreement, including, but not limited to, the terms and conditions therein relating to the Company's Privacy Policy. A photocopy of this authorization shall be as valid as the original.

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

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

**Section V - AGENCY HIERARCHY STRUCTURE.**

**I certify that I have reviewed this candidate's information and recommend him/her for contracting.**

Please appoint \_\_\_\_\_

who reports to AGA (if any): Name \_\_\_\_\_ Code # \_\_\_\_\_

who reports to GA (required): Name \_\_\_\_\_ Code # \_\_\_\_\_

Signature of GA \_\_\_\_\_ Date \_\_\_\_\_

**Assignment of Commission form attached. (Assignee must be appointed by William Penn.)**



# WILLIAM PENN LIFE INSURANCE COMPANY OF NEW YORK

A Legal & General America Company  
3275 Bennett Creek Avenue  
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(800) 346-4773

## AGENT / BROKER AGREEMENT

Please print or type all information in **BLACK ink only**.

**This Agreement, by and among WILLIAM PENN LIFE INSURANCE COMPANY OF NEW YORK, hereinafter called the Company, and \_\_\_\_\_, hereinafter called the General Agent, and \_\_\_\_\_, hereinafter called the Agent/Broker, in consideration of the covenants contained herein, the parties agree as follows:**

### APPOINTMENT

Subject to the terms, limitations, and conditions of this Agreement, the Agent/Broker is hereby appointed to solicit applications for such policies as are issued by the Company wherever it is duly licensed. The Agent/Broker hereby accepts such appointment and agrees to comply with all underwriting guidelines, rules, and regulations of the Company. The Agent/Broker shall carry out the purposes of this Agreement only when and where proper licensing has been obtained.

### RELATIONSHIP

Nothing contained herein shall be construed to create the relationship of employer and employee between the Agent/Broker and the Company or between the Agent/Broker and the General Agent. It is the express intent of all the parties that the Agent/Broker is an independent contractor for all purposes and in all situations. The Agent/Broker shall not represent that he/she/it is an employee of the Company or of the General Agent, nor shall he/she/it in any manner hold himself/herself/itself out to be an employee of the Company or of the General Agent. The Agent/Broker shall be free to exercise independent judgment as to the time, place, and manner of exercising the authority granted under this Agreement.

The Company shall at all times have the right to refuse, decline, or withdraw from consideration any application for insurance submitted by the Agent/Broker. The Company may make changes as it deems advisable in the conduct of its business, or discontinue issuing any of its products or policies at any time. No liability to the Agent/Broker or right of action against the Company or against the General Agent shall arise from the Company's exercise of the above rights. The Company shall have the right to selectively test market any of its products or policies at its discretion.

It is expressly understood that this Agreement is entered into freely and not under duress, by either party, and that the following provisions shall apply to all services provided by the Agent/Broker under this Agreement:

- (i) the Agent/Broker is engaged as an independent contractor associated with the Company pursuant to article twenty-one of the insurance law and shall be treated as such for all purposes, including but not limited to federal and state taxation, withholding (other than federal insurance contributions act (FICA) taxes required for full time life insurance agents pursuant to section 3121(d)(3) of the federal internal revenue code), unemployment insurance and workers' compensation;
- (ii) the Agent/Broker:
  - (A) shall be paid a commission on his or her gross sales, if any, without deduction for taxes (other than federal insurance contributions act (FICA) taxes required for full time life insurance agents pursuant to section 3121(d)(3) of the federal internal revenue code), which commission shall be directly related to sales or other output;
  - (B) shall not receive any remuneration related to the number of hours worked; and
  - (C) shall not be treated as an employee with respect to such services for federal and state tax purposes (other than federal insurance contributions act (FICA) taxes required for full time life insurance agents pursuant to section 3121(d)(3) of the federal internal revenue code);
- (iii) the Agent/Broker shall be permitted to work any hours he or she chooses;
- (iv) the Agent/Broker shall be permitted to work out of his or her own office or home;
- (v) other than specified in this Agreement, the Company shall not provide office facilities, clerical support, and supplies for the use of the Agent/Broker, and the Agent/Broker shall otherwise bear his or her own expenses, including but not limited to automobile, travel, and entertainment expenses;
- (vi) the Company and the Agent/Broker shall comply with the requirements of article twenty-one of the insurance law and the regulations pertaining thereto, but such compliance shall not affect the Agent/Broker's status as an independent contractor nor should it be construed as an indication that the Agent/Broker is an employee of the Company for any purpose whatsoever;

(vii) the Agreement and the relationship created thereby may be terminated by either party thereto at any time with notice given to the other.

#### INDEMNITY

The Agent/Broker shall indemnify the Company and the above named General Agent and hold each of them harmless from any and all expenses, costs, attorneys' fees, causes of action, losses, and damages resulting or arising from unauthorized acts done by the Agent/Broker or his/her/its employees.

#### COMMISSIONS

Subject to the terms and conditions of this Agreement, the Company will pay the Agent/Broker commissions on premiums paid in cash to the Company for policies issued upon applications procured under this contract in accordance with the current Agent/Broker Compensation Schedule which is to be considered part of this Agreement. Commissions will be paid through the General Agent named in this Agreement. The Agent/Broker shall not be entitled to any other compensation, remuneration, or benefits of any nature for services rendered other than the commissions specified in the current Agent/Broker Compensation Schedule.

"Premiums paid in cash" shall mean only premiums received and accepted by the Company and duly reported in keeping with the Company's established accounting procedures. A premium paid by a check which is not collected is not a "premium paid in cash". No commissions will be allowed or paid on any premiums waived by the Company for any reason, including those waived under a disability provision or under a payor provision.

The Agent/Broker Compensation Schedule shall be subject to change, on notice in writing to the General Agent by the Company, but such change shall not affect any commissions on policies issued upon applications received by the Company prior to the date when such change becomes effective. The Company may fix the rates of compensation on any new plan or plans of insurance developed by the Company.

If the Company shall become liable for the return of any premiums for any cause, including, but not limited to, premiums returned under the Company's rights to contest a claim and to limit benefits when the Insured dies by suicide, the Agent/Broker shall repay to the Company on demand the total amount of commissions previously paid to the Agent/Broker on such premiums. The obligation to repay such commissions shall be an indebtedness subject to the indebtedness provision of this Agreement.

For policies on which one or more renewal premiums are paid in advance, commissions shall be payable at the time the premium otherwise would have become due.

No commissions shall be paid on interim term premiums or on flat extra premiums. Any commissions payable on other extra premiums shall be in accordance with rules of the Company at date of issue of the policy for which an extra premium is required. In keeping with Company rules, commissions may be reduced on new policies which are replacements of existing William Penn Life policies, or on policies of other companies, or on policies for which the applicant is deemed to have a replacement history.

The Agent/Broker shall be entitled to commissions only on policies which, in the opinion of the Company, were fairly underwritten through the efforts of the Agent/Broker. The Agent/Broker shall not be entitled to any commissions on policies written in violation of any applicable federal or state law or regulation. Where a dispute arises regarding commissions under this Agreement, the decision of the Company shall be binding.

#### INDEBTEDNESS

The Company shall have the right to offset any commissions due, or which may become due the Agent/Broker, against any debts now due, or which may become due from the Agent/Broker to the Company. Such indebtedness shall be a first lien against said commissions.

#### LIMITATIONS OF AUTHORITY

The Agent/Broker shall have no authority to, nor shall he/she/it do any of the following:

- A. Make, waive, discharge or change any term, rate or condition stated in any Company policy, contract, or approved form; or
- B. Waive a forfeiture; or
- C. Extend the time for payment of premiums or other monies due the Company; or
- D. Collect money for the Company, except initial premiums and then only in strict compliance with the terms and conditions of this Agreement and of the receipts, policies, or contracts issued by the Company; or
- E. Bring or defend any legal proceeding in connection with any matter pertaining to the Company's business; or
- F. Offer to pay, directly or indirectly, any rebate of premiums or any other inducement not specified in the policy to any person, except as permitted by the law of the state having jurisdiction over the policy; or
- G. Misrepresent or compare incompletely for the purpose of inducing a policyholder in this Company or in any other company to lapse, forfeit, or surrender insurance; or
- H. Transact business in contravention of the laws and regulations of any insurance department and/or governmental authorities having jurisdiction of all subject matters embraced within this Agreement.

## PRIVACY POLICY

The Agent/Broker shall comply with the rules and policies of the Company with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policyowners, and beneficiaries. In addition, the Agent/Broker shall comply with all applicable laws and regulations with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policyowners and beneficiaries.

The Agent/Broker agrees and acknowledges that it shall be the responsibility of the Agent/Broker to distribute a copy of the Company's Privacy Policy to the applicant at the time of application and to the policyowner at the time of delivery of the policy.

## ADVERTISING

The Agent/Broker shall comply with the rules of the Company with regard to the use of all advertising matter. The Agent/Broker shall not use, permit or cause to be used, the name of the Company or any advertising regarding its products in any form of publication or other media without obtaining the prior written authorization of the Company. Nothing in the authorization shall be construed to make the Company liable for the cost of such advertising.

## ASSIGNMENT

No assignment of this Agreement or any commissions hereunder shall be valid unless authorized in advance, in writing, by the Company. Every assignment shall be subject to and subordinate to any indebtedness and obligation of the Agent/Broker to the Company that may be due or become due.

## PREMIUMS

The Agent/Broker shall collect only the initial premium on applications or insurance policies solicited under the terms of this Agreement, and shall be responsible for all such monies. Such monies shall be collected only by check, money order, or other instrument made payable to the Company. The Agent/Broker is not authorized to receive premiums payable to his/her/its personal order. The Agent/Broker shall not collect premiums in currency or coin unless specifically authorized by a Company Officer for a particular transaction. All premium funds received for or on behalf of the Company shall be segregated and held by the Agent/Broker as a fiduciary. Premium funds shall not be used by the Agent/Broker for any purpose whatsoever, but shall be transmitted to the Company immediately following their receipt.

## DELIVERY OF POLICIES

No policy shall be delivered unless at the time of delivery the applicant is in the state of health and insurability represented in Parts I and II of the application and any supplements thereto, the first premium has been fully paid, and delivery has been made within sixty (60) days from the issue date of that policy. The Agent/Broker shall return to the Company, on the day following the expiration of the sixty (60) days, any policy not so delivered, unless a specific extension of the delivery period has been authorized. If the applicant is not in the state of health and insurability represented in the application when delivery is attempted, the policy shall not be delivered, but shall immediately be returned to the Company with a full written explanation.

## TERMINATION

This Agreement may be terminated at will, with or without cause, by any party giving to the other parties thirty (30) days notice in writing. If the Agent/Broker breaches this contract, violates any insurance laws resulting in the suspension or revocation of his/her/its license, or incurs other disciplinary action by the appropriate regulatory authorities, is unable to obtain renewal of a necessary state license, becomes bankrupt, undergoes dissolution of a corporate or partnership form, or dies, the Company may, at its sole discretion, terminate this Agreement without notice as of the date any one or more of these circumstances occur.

If this Agreement terminates by reason of death, the Company shall pay commissions due, or thereafter becoming due, to the Agent's/Broker's estate, or to a duly authorized Executor/Executrix or Administrator.

If the Agent/Broker is a corporation, or subsequently incorporates and assigns this Agreement to such corporation, this Agreement shall automatically terminate in the event the Corporation ceases to do business as a corporation. All commissions due and thereafter becoming due, shall be payable to its successor or duly appointed representative.

## VESTING

First year commissions and renewal commissions from the second through the tenth year payable under this contract shall be vested, subject to the following:

If at any time prior to or subsequent to termination of this Agreement the Agent/Broker shall do or commit any of the following acts, no commissions shall be thereafter payable to the Agent/Broker, any provision of this contract to the contrary notwithstanding:

- A. Withholding or misappropriation for his/her/its own use or for the benefit of others, funds of the Company or its policyowners or applicants.
- B. Fraud, malfeasance, or non-feasance in the performance of any duties imposed on the Agent/Broker under the terms of this Agreement.
- C. Inducing or attempting to induce agents of the Company to leave its service or its policyowners to relinquish their policies.

**WAIVER**

No waiver or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized Company Officer. The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of that provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver of that provision in the future.

**SUPPLIES**

All forms, manuals, and other Company supplies furnished to the Agent/Broker by the Company shall remain the property of the Company at all times, and shall be returned to the Company or its representatives promptly upon demand. If this Agreement is terminated or the return of Company property is otherwise requested, no further commissions shall be payable to the Agent/Broker until the property has been returned.

**BRIBERY AND CORRUPTION**

Broker shall comply with all applicable laws and regulations and shall not commit, authorize or permit any action which would constitute an offense under or cause the Company or any of its affiliates to be in violation of any applicable anti-bribery laws or regulations, including but not limited to, the Bribery Act 2010, the Foreign Corrupt Practices Act, International Anti-Bribery and Fair Competition Act of 1998, or any other applicable state or federal law. This obligation applies to any payment to a private or public entity, and in particular to any payments or inducements to government officials, representatives of public authorities or their associates, families or close friends where the intention is to influence the government official to obtain or retain business or an advantage in the conduct of business.

Broker agrees that it will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of the Company nor accept, or agree to accept from any employee, representative or third party acting on behalf of the Company any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of this Agreement. Broker shall promptly notify the Company, if they become aware of or have specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this Agreement.

The Company may terminate this Agreement with immediate effect if it has reasonable grounds to suspect that the broker is in breach of this clause and in such an event no further amounts shall be payable by the Company to the broker under this Agreement.

**CHOICE OF LAWS**

The laws of the State of New York shall govern all matters concerning the validity, performance and interpretation of this Agreement.

**ENTIRE AGREEMENT**

This Agreement renders void all previous Agreements, whether oral or in writing, between the Company, the General Agent, and Agent/Broker. This Agreement, together with the current Agent/Broker Compensation Schedule and any amendments attached hereto now or in the future, constitute the entire contract among the Company, the General Agent, and the Agent/Broker. The authority of the Agent/Broker shall extend no further than that which is stated in this Agreement.

**IN WITNESS WHEREOF, the parties hereto have signed this Agreement and agree it is effective on the date authorized by the Company (the "Contract Date").**

	Agent/Broker	General Agent	William Penn Life Insurance Company of New York
Firm Name, if any	_____	_____	_____
Signature:	_____	_____	_____
Date:	_____	_____	_____



# WILLIAM PENN LIFE INSURANCE COMPANY OF NEW YORK

A Legal & General America Company  
3275 Bennett Creek Avenue  
Frederick, Maryland 21704  
800-346-4773

## Agent/Broker Agreement Adoption Authorization

In consideration of the covenants contained in the William Penn Life Agent/Broker Agreement (WPABNCA (5-15)), this ADOPTION AUTHORIZATION is executed as set forth below by and among William Penn Life Insurance Company, called the Company, the General Agent and the Agent/Broker.

All of the parties hereto acknowledge that they have received and read the William Penn Life Agent/Broker Agreement (WPABNCA (5-15)).

IN WITNESS WHEREOF, the parties hereto have signed this ADOPTION AUTHORIZATION and agree it is effective as of the date authorized by the Company, i.e., The Contract Date.

### Agent/Broker

### General Agent

\_\_\_\_\_  
Print Name of Agent/Broker

\_\_\_\_\_  
Print Name of General Agent

\_\_\_\_\_  
Print Name & Title of Principal or Authorized Officer for Agent/Broker, if applicable

\_\_\_\_\_  
Print Name & Title of Principal or Authorized Officer for General Agent, if applicable

\_\_\_\_\_  
Signature of Agent/Broker or Principal or Authorized Officer for Agent/Broker

\_\_\_\_\_  
Signature of General Agent or Principal or Authorized Officer for General Agent

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

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

### William Penn Life Insurance Company

\_\_\_\_\_  
Farron Blanc

Print Name

\_\_\_\_\_  
VP, Brokerage Distribution

Title

\_\_\_\_\_  
Signature

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



