



Appointment Checklist Brokerage

Date _____

To: Regional Contract Administrator
Field Administration

From: Agency No. _____

Agent Name _____

Effective Date _____

Social Security Number _____

The appointment cannot be processed until we receive all of the following:

- Manager's Letter of Recommendation
- Producer Application (Form UC 4305)
- Applicant Authorization to Obtain Consumer Report (Form UC 1395)
- Brokerage Agreement (Form UC 1374) in duplicate
- W-9 Req. for Taxpayer ID No.
- Copy of License
- License Application (if applying for initial state license)
- Company Appointment Fee Check (made payable to Union Central)
Note: If fee is not included, we will deduct from the manager's compensation.
- Market Conduct Certification (Form UC 2231) from back of booklet
- Proof of E & O Coverage

Optional:

- Direct Deposit (Form UC 452)
- Expense Allowance:
Member of _____ # _____ EAP Unit OR
_____ % on the above new broker. (Attach necessary detail: reason, production requirement, etc.)
Amendment will be prepared at the Home Office and sent to you for signatures.

Management Unit Assignment (Career offices only):

Pool _____

Other _____

FOR HOME OFFICE USE ONLY

Approval _____ Date _____

Agent Code No. _____

Previously Contracted

Date _____

PERSONAL DATA

Name _____ Business _____

Street Address _____

Social Security Number _____

City, Street, Zip _____

Date of Birth _____

County _____

Business Phone (_____) _____

E-Mail _____

Residence _____

Street Address _____

Fax Number (_____) _____

City, State, Zip _____

Home Phone (Optional) (_____) _____

County _____

Mobile Phone (Optional) (_____) _____

Mailing Preference: Business Residence

Professional Designations: _____

CONTRACT TYPE/LICENSE TYPE

Manager

Agent

*Corporation must be contracted to receive commissions

- Branch
- General Agent
- Brokerage General Agent
- Group/Pension
- Individual or Corporate *

- Full Time Agent
- Independent Agent
- Broker
- Temporary/Financed Agent
- Individual or Corporate *

Licensed States to be appointed in

- Resident _____
- Non-Resident _____

EMPLOYMENT DATA (Past 5 Years)

DO NOT CONTACT MY PRESENT EMPLOYER

Present Employer _____ Position/Title _____ Start Date _____ Stop Date _____

Prior Employer _____ Position/Title _____ Start Date _____ Stop Date _____

Prior Employer _____ Position/Title _____ Start Date _____ Stop Date _____

PLEASE ANSWER THE FOLLOWING QUESTIONS:

Yes* No

- 1. Do you now owe any money to another insurance company or have you ever discontinued selling for another insurance company when you were indebted to the company?
- 2. Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts?
- 3. Have you had or are you currently involved in any personal or business tax liens, suits or judgments?
- 4. Has any insurance company ever terminated any agency, agent, or broker contract with you for any reason other than insufficient sales?
- 5. Have you ever had any charges filed against you by any state insurance department?
- 6. Has any person ever complained to an insurance department or other agency about your conduct as an agent?
- 7. Has your insurance license ever been suspended or revoked or have you ever been denied a license?
- 8. Have you ever been denied a surety or fidelity bond?
- 9. Have you been convicted of a felony or a misdemeanor other than for a traffic offense in the past 5 years?
- 10. Are you now bonded to handle money belonging to others?
If yes, with whom? _____
- 11. Has a bonding company ever refused to bond you?
- 12. Do you have professional liability or errors and omissions insurance?
If yes, state insurer's name _____
- 13. Are you subject to any contractual restrictions with any other company regarding recruiting or soliciting business or agents? _____

***IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE EXPLAIN ON A SEPARATE SHEET.**

PRODUCER SIGNATURE

I certify that the information furnished on this application is true and complete and that I have not concealed any information requested. I understand that Union Central will rely on this information whether to offer a contract to me.

Producer Signature

Date

AGENCY MANAGER SIGNATURE

I have reviewed the statement signed by _____ and believe it to be true and complete to the best of my knowledge. (Producer)

Agency Manager Signature

Date

The Union Central Life Insurance Company, P.O. Box 40888, Cincinnati, Ohio 45240



Disclosure That Consumer Report Will Be Obtained

I understand that Union Central will utilize the services of Selection.com to obtain a consumer credit report/investigative consumer report as part of the procedure for processing my application for appointment as a field representative with Union Central.

I understand a Consumer Reporting/Investigative Consumer Reporting Agency's investigation may include obtaining information covering up to: the last seven years regarding my credit background, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, and criminal conviction records consistent with federal and state law; and the last ten years regarding bankruptcies. I understand such information may be obtained through any means, including but not limited to personal interviews with my neighbors, friends or associates or with others whom I am acquainted or who may have knowledge concerning my character, general reputation, personal characteristics or mode of living. I understand such information may also be obtained through direct or indirect contact with former employers, schools, financial institutions, landlords and public agencies or other persons who may have such knowledge.

The nature and scope of the investigation sought is as follows: to provide applicable information concerning my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

I understand I have the right to inspect visually the files concerning me maintained by an investigative consumer credit reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person if I appear in person and furnish proper identification; I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified addressee. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer credit reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. Examples of proper forms of identification are valid driver's license, social security account number, military identification card and credit cards.

I also understand that before I am denied appointment based, in whole or part, on information obtained in the report, I will be provided a copy of the report and a description in writing of my rights under the Federal Fair Credit Reporting Act.

This consent will not affect my ability to question or dispute the accuracy of any information contained in my credit report. I understand if I disagree with the accuracy of any information in the report, I must notify the Company within five business days of the report that I am challenging information in the report, the Company will not make a final decision on my status until after I have had a reasonable opportunity to address the information contained in the report.

Application Authorization To Obtain Consumer Report

I, the undersigned Applicant, do hereby consent to this investigation and authorize The Union Central Life Insurance Company to procure a consumer report and investigative consumer report on my background as stated above from a consumer agency and/or investigative consumer reporting agency, and will be used in whole or in part as a factor in establishing my eligibility for appointment as a field representative with Union Central. I also acknowledge that I have received the summary of my rights under the Fair Credit Reporting Act. Further, I acknowledge that I have received and read the "Disclosure That A Consumer Report Will Be Obtained" above and I am providing my authorization herein voluntarily.

Applicant Signature

Date

Applicant Name (printed)

Social Security Number

FOR CALIFORNIA LICENSED AGENTS ONLY

I have the right to request a copy of my consumer credit report from the consumer credit reporting agency by checking the box icon below.

I wish to receive a copy of the consumer credit report. *(Check box only if you wish to receive a copy.)*

I further understand that I shall receive a copy of any investigative consumer credit report obtained by Union Central, and information on who issued the report and how to contact them, either at the time of any meeting or interview between the Company and me or within seven days of the date the Company receives the report, whichever is earlier.

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "Consumer Reporting Agency" (CRA). Most FCRA's are credit bureaus that gather and sell information about you - such as if you pay your bills on time or have filed bankruptcy - to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681U, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a State or Local Consumer Protection Agency or a State Attorney General to learn those rights.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

- A. You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you - such as denying an application for credit, insurance, or employment - must tell you, and give you the name, address and phone number of the CRA that provided the consumer report.
- B. You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA. If you request the report within 60 days of receiving notice of the action, you also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- C. You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise National CRA's - to which it has provided the data - of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute; you may add a brief statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- D. Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your files unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- E. You can dispute inaccurate items with the source of the information. If you tell anyone - such as a creditor who reports to a CRA - that you dispute an item they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- F. Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old, ten years for bankruptcies.
- G. Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA - usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- H. Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- I. You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- J. You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in State or Federal Court.

Information Page

The FCRA provides several Federal Agencies the authority to enforce the Fair Credit Reporting Act.

For questions and/or concerns regarding:	You should contact:
For Credit Reporting Agencies, Creditors and others not listed below.	Federal Trade Commission Consumer Response Center – FCRA Washington D.C. 20580 (202) 326-3761
National Banks, Federal Branches/Agencies of foreign banks (the work "National" or initial "N.A." appear in or after the bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington D.C. 20219 (800) 613-6743
Federal Reserve System Member Banks (Except National Banks, and Federal Branches/Agencies of Foreign Banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington D.C. 20551 (202) 452-3693
Savings Associations and Federally Chartered Savings Banks (the word "Federal" or initials "F.S.B" appear in Federal Institutions)	Office of Thrift Supervision Consumer Programs Washington D.C. (800) 842-6929
Federal Credit Unions (the words "Federal Credit Union" appear in the institution's name.)	National Credit Union Administration 1775 Duke Street Alexandria VA 22314 (703) 518-6360
State Chartered Banks that are not Members of the Federal Reserve System.	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington D.C. 20429 (800) 934-FDIC [(800) 934-3342]
Air, Surface or Rail Common Carriers regulated by Former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington D.C. 20590 (202) 366-1306
Activities subject to the Packers and Stockyards Act of 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington D.C. 20250 (202) 720-7051

This Agreement is made and entered into this _____ day of _____, 20 _____,

(Name of Broker)

of _____ (the "Broker").
(City, State)

WITNESSETH:

ARTICLE 1 - APPOINTMENT

Subject to the terms and conditions of this Agreement, the Company hereby appoints the above-named Broker on a nonexclusive basis, to secure applications for life and health insurance and annuities; to deliver policies; to collect premiums when furnished with the policies or receipts; to render service to policy owners and beneficiaries; and to perform such other acts as may be stipulated in this Agreement or by the Company from time to time. The Broker hereby accepts said appointment.

ARTICLE 2 - COMPENSATION

Subject to and in accordance with the provisions of this contract, and any amendments, schedules and/or rules thereto, the Company shall pay to the Broker, as full compensation for services rendered, the following amounts:

- (a) First-year and Renewal Commissions-Commissions shall be paid as set forth in "Brokerage Schedule of Compensation" (Schedule I).
- (b) All other compensation shall be paid as set forth in schedules that may from time to time be attached hereto, so long as this Agreement is in force.

All commissions and other forms of compensation shall be paid upon premiums of individual policies which are issued on applications received from and which bear the signature of the Broker.

II. The Broker's rights to payment of first year commissions and renewals, but not any other forms of compensation, are immediately vested under this Agreement, unless terminated for cause.

The Company shall from time to time fix and adjust the rates of commission and compensation on plans of insurance described herein and shall have the right to change, modify, readjust, or cancel such rates and any renewals, service fees, or other forms of compensation. Any such change, modification, readjustment and/or cancellation will be available electronically via the Company website.

For purposes of this Agreement, life insurance shall be considered as paid for only when settlement of the first premium has been collected and reported to the Company.

ARTICLE 3 - READJUSTMENT

The Company reserves the right to unilaterally adjust, modify or change any and all terms of this Agreement, including provisions for commissions, and/or compensation schedules of any kind.

ARTICLE 4 - DUTIES OF BROKER

The Broker agrees to the following:

- (a) That nothing herein shall be construed to create the relationship of employer and employee between the Company and the Broker or any of the Broker's employees. The Broker shall be free to exercise independent judgment as to the persons from whom to solicit insurance and the time and place of solicitation. The Company may from time to time prescribe regulations respecting the conduct of the business covered hereby, not interfering with such freedom of action, which regulations shall be observed and conformed to by the Broker.
- (b) That for tax-reporting purposes, the Broker shall be considered self-employed, and no deduction for federal income tax, social security and other regulatory taxes will be made. These are the responsibility of the Broker.
- (c) To pay all fees required by state and local law for the authority and right to solicit insurance.
- (d) To keep accurate records of all transactions on behalf of the Company. All books and accounts, documents, vouchers, records, letters, files and all other books, cards or papers connected with the business shall belong to the Company and shall be available at any time to its authorized representative(s) for examination. The Broker shall furnish the Company, on forms provided by the Company, an accurate statement showing such information on the Broker's operation as may be required by the Company from time to time.
- (e) To hold in trust all moneys collected for or received on behalf of the Company. No such money shall be used by the Broker for any personal or other purposes whatsoever but shall immediately be turned over to the Company or its authorized representative(s). Any misappropriation of funds shall work an immediate termination of this Agreement and an unconditional forfeiture of all of the Broker's interests and right hereunder accrued or to accrue.

- (f) To deliver policies and collect premiums when furnished with the policies or receipts, and then only in accordance with the rules of the company, and then to promptly remit to the Company any funds collected.
- (g) To obtain all licenses required by state and/or local law to solicit and sell insurance; and to abide by all applicable laws and regulations governing the solicitation and sale of insurance.
- (h) To abide by all applicable federal and state privacy laws and regulations. Broker further agrees that the non-public personal information of all customers of any party obtained by virtue of this Agreement shall remain confidential and shall not be used for any purpose whatsoever except as may be necessary to provide the services rendered under this Agreement. In no event shall the non-public personal information of the customers or prospective customers be furnished to any other individuals, organizations, or institutions except (1) as required by the terms of this Agreement, (2) as authorized by the customer or prospective customer, or (3) as may be required by law. This provision shall survive termination of this Agreement. Broker agrees to indemnify and hold the Company harmless for any breach of this provision.
- (i) To conduct himself or herself, and see that his or her employees conduct themselves, so as not to adversely affect the business reputation or good standing of either the Broker or the Company.
- (j) To be responsible to us for the Broker's acts or omissions and those of his or her employees or representatives to indemnify and hold the Company harmless for any and all expenses, costs, causes of action and/or damages resulting from or growing out of any unauthorized act or omission by the Broker or any of his or her employees or representatives.
- (k) To procure and maintain errors and omissions coverage in an amount specified by the Company.
- (l) To abide by federal anti-money laundering laws and all Company policies and procedures relating thereto.
- (m) To abide by all Laws and Company policies regarding e-mail, fax and telephone solicitation.

ARTICLE 5 - UNDERWRITING

The Company reserves the right at its sole discretion, and without liability to the Broker, to disapprove, reject or qualify any application for a policy or an annuity submitted to it by the Broker or any person under the Broker's supervision; to limit or restrict the amount or plan of any policy or annuity it shall issue; to require a higher premium than applied for; to cancel or rescind any existing policy or annuity; to alter or withdraw policies or annuities offered from time to time; and to introduce new policies or annuities. The Broker agrees to promptly forward to the Home Office of the Company all medical examinations which may come into his or her possession, made in connection with the application to the Company whether or not reported upon favorably by any medical examiner.

ARTICLE 6 - LIMITATIONS ON BROKER'S AUTHORITY

The Broker shall have no authority to, nor shall the Broker represent as having the authority to, nor shall the Broker do any of the following:

- (a) Hold himself or herself out as an employee, partner, joint venturer, or associate of the Company.
- (b) Hold himself or herself out as a Broker of the Company in any other manner or for any other purposes than is specifically described in this Agreement.
- (c) Alter, modify, waive, change any of the terms, rates, conditions of the advertisement or promotional material, receipts, policies or contracts of the Company in any respect.
- (d) Insert any advertising with respect to the Company in any publication whatsoever or distribute any circulars or promotional literature without prior written authority of the Company or write any letters to any publications respecting the Company without first obtaining the prior written authorization of the Company.
- (e) Collect, or authorize any other person to collect, any premiums or payments on behalf of the Company whatsoever except those premiums or payments that are authorized by the Company to be collected.
- (f) Deliver any policy or contract other than as provided for under the terms of the Company's conditional receipt left with the applicant at the time of taking the application unless the proposed insured thereunder is at the time in good health and insurable condition.
- (g) Bind the Company on any application for, or policy of insurance.
- (h) Misrepresent or omit important facts in any application or supplemental material.
- (i) Make, alter or discharge any policy or contract; waive any forfeiture; waive payment in cash; extend the time of payment of any premium or accept payment of any past due premiums; extend any premium note; approve evidence of good health; receive any money due or to become due the Company except on applications obtained by or through him in exchange for conditional receipts, or on policies signed by the duly authorized officer of the Company and sent to him for delivery.
- (j) Pay or allow any rebate of premiums or commissions in any manner, directly or indirectly, nor shall the Broker accept business from or pay any commissions to (1) an agent whose name does not duly and rightfully appear on the application or (2) any person not a licensed representative of the Company.
- (k) Solicit or otherwise participate in any type of viatical transaction involving a Union Central policy, except in cases in which the Broker is fulfilling a policyholder service request regarding such a transaction.

ARTICLE 7 - LIENS

The Company shall have a first lien on, and the right to use and apply, all commissions and/or compensation of any kind payable to the Broker, his or her executors, administrators and/or assigns, accrued or to accrue to secure any existing or future indebtedness due to the Company from the Broker, however arising, and any existing or future advances from the Company to the Broker whether or not such advances be considered indebtedness. Any assignments (subject to acceptance by Company), if any, shall attach to the Broker's interest in this Agreement only after the liens hereinbefore provided shall have been fully satisfied or due on demand. Liens include any charge backs of commissions which are annualized for which the Company does not receive the full first-year premium.

Broker authorizes the Company to report to consumer reporting agencies and other credit organizations all information concerning any debts and advances not repaid in full by the Broker. The Broker acknowledges that such information may be provided to any insurance company with which Broker may seek appointment in the future.

ARTICLE 8 - BACKGROUND CHECK

This Agreement is contingent upon a completed background check, the results of which are satisfactory to us.

ARTICLE 9 - RENEWAL RIGHTS

In the event of the termination of this Agreement, except in the case of misappropriation of funds, the Company shall pay to the Broker or to his or her successors and/or assigns such of the compensation on policies issued prior to the termination of this contract remaining unpaid and which are provided for in Article 2 and Article 7 herein, less any reserve liens, and compensation will be reduced by an appropriate amount to offset any collection fees for which the Broker is being compensated at the time of termination.

ARTICLE 10 - TERMINATION

The Broker or the Company may terminate this Agreement at any time, with or without cause, by written notice to the other party as specified in Article 11 (e) herein. Upon termination, no further compensation, except that compensation payable in accordance with Article 2 and Article 7 herein, shall be paid. Payments becoming due after termination shall be subject to provisions of Article 2 herein.

ARTICLE 11 - GENERAL PROVISIONS

- (a) This Agreement is entire, and constitutes the sole understanding of the parties. Any and all prior representations, statements and/or agreements between the parties are merged herein.
- (b) The Broker shall conform to all rules and regulations now in effect or promulgated in the future by the Company, and such rules and regulations shall be incorporated in, and become a part of this Agreement, by reference.
- (c) Neither this Agreement nor any of the compensation, reimbursements, or benefits hereunder may be pledged,encumbered, assigned or transferred by the Broker, either in whole or in part, in any manner, without the prior written consent of the Company.
- (d) The Company's failure to enforce any provision of this Agreement does not constitute a waiver of that provision. In the event the Company does waive a provision, no precedent will be set and the Company may enforce that same provision in the future.
- (e) All notices required hereunder shall be in writing and sent by United States Mail to the Company at:
P.O. Box 40888
Cincinnati, Ohio 45240
or by the Company, either delivered personally or mailed to the last known address of the Broker. Either party shall promptly notify the other party of any change in address where notices hereunder are to be sent.
- (f) Except as is otherwise stated herein, this Agreement may be modified or amended only by a written instrument executed by the respective parties, or their duly authorized representatives, which expressly states by its term an intention to modify or amend this Agreement. It is expressly understood and agreed to by the Broker that the Company shall not be required to obtain the Broker's signature on any change, modification, readjustment and/or cancellation made by it in accordance with Article 2 II. herein.
- (g) This Agreement will be governed by the laws of the State of Ohio.
- (h) The parties hereto agree that they have negotiated this Agreement in good faith and acknowledge that they have read and fully understand all of its terms.

By signing below, you accept an appointment as our Broker, subject to the terms of this Agreement.

Witness

Broker

On behalf of The Union Central Life Insurance Company:



Chairman, President & CEO

CONTRACT VALID ONLY WHEN COUNTERSIGNED.

The Union Central Life Insurance Company, P.O. Box 40888, Cincinnati, Ohio 45240

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name		
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"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
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. 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. person (including a U.S. resident alien).

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

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

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

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 social security card. 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 social security card 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). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's 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 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² 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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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: Writing "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, 3, 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 or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
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

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

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

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.*

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. 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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% 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.





Direct Deposit Payment Disposition Information and Agreement

Employee Name _____

Employee ID Number _____ Today's Date _____

Check the appropriate box for payment disposition of your earnings.

A. I authorize The Union Central Life Insurance Company (Union Central) to electronically deposit my "PAYCHECK" directly into the financial institution(s) of my choice as specified below. I have specified the dollar amount or percent that I would like to have deposited into each account. It is my understanding that Union Central will send my earnings advice to my cost center, and that my funds are available for use on payday. This deposit advice will agree with the net amount shown on my bank statement. I also authorize Union Central to withdraw electronically from my account(s), any sum credited in error to my account by Union Central.

B. Send my "PAYCHECK" to my Agency. (This option is available only to Field personnel.)

This authorization will remain in effect until Union Central receives written notice of its revocation and has adequate time to process the appropriate transactions.

Signature _____ Date _____

*(A voided check(s) or statement containing pertinent banking information, such as bank transit number and bank account number must be attached to this request.)

ACCOUNT TYPES: (c) Checking (s) Savings (x) Christmas Club (i) IRA (u) Credit Union

DEPOSIT NUMBER 1

Bank Name _____

Account Number _____ Account Type _____

Percent of Net _____ or Fixed Amount _____

PAYROLL USE ONLY:

Bank Transit Number _____ Disbursement Type _____ Account Type _____

DEPOSIT NUMBER 2

Bank Name _____

Account Number _____ Account Type _____

Percent of Net _____ or Fixed Amount _____

PAYROLL USE ONLY:

Bank Transit Number _____ Disbursement Type _____ Account Type _____

DEPOSIT NUMBER 3

Bank Name _____

Account Number _____ Account Type _____

Percent of Net _____ or Fixed Amount _____

PAYROLL USE ONLY:

Bank Transit Number _____ Disbursement Type _____ Account Type _____

PAYROLL USE ONLY:

Prepared by _____ Date _____ Input by _____ Date _____ Verified by _____ Date _____

The Union Central Life Insurance Company, P.O. Box 40888, Cincinnati, Ohio 45240

GUIDE TO
MARKET CONDUCT



UnionCentral

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MESSAGE FROM OUR CHAIRMAN



To Our Union Central Field Partners and Home Office Associates:

There is no other business in the world that provides the protection, security and peace of mind offered by the products we sell. Every day, people's lives and livelihoods depend on us and the services we provide. This responsibility to our clients and policyholders is far too important to compromise.

These moral obligations are the reason ethics and market conduct remain the cornerstone of Union Central's business philosophy. By keeping our promises and maintaining ethical standards, customers build trust in us, and in turn, grant us the privilege to meet their needs.


Together, we are committed to delivering on promises made to our clients. By serving them fully and well, we expand upon the initial relationship established between the Company and its policyholders. We will operate with integrity and professionalism, expecting the most and best of ourselves. In the end, we believe that this says the most about who we are and who we intend to be.

As our industry continues its work to dispel negative perceptions and

isolated litigation problems, it is imperative that we enlist in the highest ethical and moral standards when conducting business. A good rule to follow is to ask, "Am I doing the right thing? If the situation were reversed, would I do what I'm recommending for the client?"

The *Guide to Market Conduct*, which is directed to field partners and home office employees who represent The Union Central Life Insurance Company, its subsidiaries, and affiliates, explores further the issues surrounding ethical practices in our industry. It was written to help you better understand Union Central's standards of market conduct and how your role with clients goes beyond the minimum requirements established by law.

I challenge you to practice the guidelines set forth in this Guide each and every day. By doing so, we will build the trust and client satisfaction necessary to prosper.

Sincerely,


John Jacobs
 Chairman, President and Chief Executive Officer

INDUSTRY RESPONSE TO MARKET CONDUCT STANDARDS

Guidelines concerning market conduct and ethical sales practices are not new to our industry. As early as the 1970s, The National Association of Insurance Commissioners (NAIC) adopted model regulations regarding unfair trade practices, and marketing and sales activities. At that time, the NAIC encouraged states to make these regulations into law.

Union Central is committed to a needs-based marketing approach.

Like many other industry organizations, the NAIC sought to institute uniform laws and regulations governing the sales of insurance products and

services. Additionally, it was interested in better educating consumers about what to expect from a professional insurance advisor.

Since that time, the National Association of Insurance and Financial Advisors (NAIFA) and the American Council of Life Insurance (ACLI) have implemented a number of initiatives. The Life Insurance Foundation for Education (LIFE) was formed by ACLI and NAIFA, along with several other life insurance organizations. Union Central was a charter member supporting LIFE. LIFE has developed national magazine advertising that includes stories about real people and how our products have positively impacted their lives.

Additionally, the ACLI has developed an organization, the Insurance Marketplace Standards Association (IMSA), to promote ethical conduct in the sale of life insurance and annuity products. To belong to IMSA, a company must subscribe to six principles of ethical market conduct and establish a compliance program to achieve them. IMSA requires member insurers to critically assess their sales and marketing activities, then undergo a detailed review by both the internal and external assessors, and then be approved by IMSA. The IMSA principles of ethical market conduct are as follows:

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would apply to or demand for itself.
2. To provide competent and customer-focused sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.



At Union Central, its subsidiaries and affiliates, we believe our Company principles represent the most important definition of who we are. It is in these statements that our uniqueness and our values are evident. But if they are to have meaning, they must be lived, not merely repeated. It is in applying our principles that our work adds meaning and value to our clients, and that we are able to contribute to our industry and society at large.

The Union Central principles are:

Working from clear and identifiable values. Union Central has long operated from solid values involving personal integrity, professional standards, and a strong work ethic. These values have served us well in delivering on our commitments and promises. The partnership between our field partners and home office staff mirrors the relationship that exists between our representatives and clients. Trust is a living concept; it needs to be nurtured daily. We have the courage to live by our values and the commitment to do what is right...all the time, not just when someone is watching.

Meeting the requirements of the law. All states and state insurance departments have laws and regulations affecting our business activities. These generally relate to sales practices, including prohibitions against unfair sales practices and certain requirements in connection with advertising, sales solicitations, and replacement sales. Field representatives and home office associates both are responsible for knowing and following all applicable insurance and investment laws, as well as all Company procedures.

Meeting client's needs. We subscribe to the ethical standards of our industry, in spirit as well as in practice. Our objective is to serve our clients first, last and always. We want to understand their problems, aspirations, hopes and fears. It is in knowing and actively listening to our clients that we can better understand what they want and need, can better evaluate their alternatives, and can ultimately deliver real value.

Managing with a long-term view. As a Company that lives up to its slogan, "Customized Financial Solutions – Person By Person," Union Central's thinking and decision-making seek to assure quality services for

individuals, independent of trends, the latest products, or a roller-coaster economy. We work hard to earn our clients' trust every day — and we have kept every promise since our founding in 1867.

Developing long-term relationships. The Company seeks long-term relationships with our sales managers, agents, group pension representatives, group insurance directors and brokers, other field partners, and home office personnel just as they seek lifelong relationships with clients. This means that all parties must know, understand, appreciate and serve one another. Constancy and trust in our relationships, guided by the long-term view rather than the short-term gain, will ensure a rich legacy for our future.

Delivering responsive and accessible support. Our reputation for quality service to customers, managers, and producers both before and after the sale will continue to be a top priority. This is essential to the development of long-term relationships among home office associates, field partners, and customers.

Mutual Obligations

At Union Central, we seek to practice these principles day in and day out, year in and year out, among all employees and field representatives. That means having a shared sense of obligation when it comes to maintaining our clients' trust and operating with personal and professional integrity. This is what we mean when we describe the Company-representative relationship as a partnership: both parties working toward the common good of the client, working toward our mutual success, and together, living up to our principles.

As a representative of The Union Central Life Insurance Company, its subsidiaries and affiliates, you hold a high position of responsibility and trust. The clients trust you to act in their best interests. The Company trusts you to act with honesty and integrity in all your business dealings.

As you conduct business on behalf of the Company, one thing should be stressed: Union Central is committed to a needs-based marketing approach. As John Jacobs says, "However carefully and accurately we may define a plan for a prosperous future, it is the satisfied client who will take us there."

Following are practices you must observe to help maintain high ethical standards. Using these guidelines will help ensure that you are offering clients professional and ethical service.

- Adhere to Union Central's values.
- Provide products, service and advice that are in the client's best interest.
- Use clear, easily understood terms that are not misleading or ambiguous.
- Avoid false, deceptive, misleading or disparaging statements about competitors, products or companies.

A At Union Central, its subsidiaries and affiliates, we believe our Company principles represent the most important definition of who we are.

- Use only illustrations/proposals furnished or approved by the home office.
- Send all advertising material, including internet advertising, through the home office for review prior to use.

- Maintain clients' confidential information according to the Company's privacy policy.
- Ensure that policyholder requests are processed as soon as reasonably possible.
- Maintain a log of all communication with clients to document your level of service.
- Conduct business activities in a professional manner.
- Promptly report all complaints to the home office.
- Render ongoing counsel and service.
- Continue education throughout your professional life.

- Obey all laws and regulations governing business and professional activities.
- Avoid activities which detract from the integrity and professionalism of your position.
- Avoid even the appearance of conflicts of interest.
- Never sign the name of another person, such as an applicant, insured, policyowner, beneficiary, assignee or otherwise, whether or not such person consents.
- Never sign as a witness to any person's signature on any application or other document relating to the Company's business, unless the signature is actually performed in your presence.

NOTE: Field partners and home office associates who are National Association of Securities Dealers (NASD) registered representatives of Carillon Investments, Inc. (CII) have additional responsibilities and guidelines. These are detailed in the CII Manual of Supervisory Procedures.

Contract, Licensing and Registration

Union Central is dedicated to providing clients with superior products and service for a wide range of financial needs. Therefore, to represent us, we seek and develop individuals who are knowledgeable, skilled, ethical and highly motivated to fulfill client needs. As a field partner, your first responsibility, before soliciting business, is to be properly appointed and/or contracted with Union Central, its subsidiaries and affiliates. In addition, you must have a license issued by the state where you intend to solicit.

And you must:

- Solicit sales of insurance and other financial products only in states where you are appropriately licensed, appointed and/or registered.
- Conduct yourself in compliance with all licensing laws.
- Obtain a confirmed, effective date of appointment before soliciting business for Union Central.

In addition to the above, if you are involved in the sale of variable life insurance, variable annuity products and/or other securities products, you must:

- Hold an appropriate NASD registration and state securities registration.
- Pass any and all appropriate examinations for every state in which your sales efforts are directed, originated or accepted.
- Be licensed and appointed in the state of solicitation and in the owner's resident state (even if that owner moves to another state for subsequent solicitations and/or subsequent payments for annuity products).
- Be a registered representative of an approved broker/dealer. The approved broker/dealer must also be licensed and appointed in the state of solicitation and in the owner's resident state.
- If you have private administrative staff, you must ensure that they either limit their activities to

clerical and administrative functions or have the appropriate licensing and registration as well.

The terms and conditions of your authority to act on behalf of the Company are stated in your contract, which you should read carefully. These, along with the rules and regulations published from time to time by the Company, set out the parameters of your relationship with the Company.

Training and Education

As a field partner, you have the responsibility to meet all requirements regarding licensing and continuing education mandated by the states in which you do business and other regulatory bodies. This standard provides you with additional education that will help enhance your career in an ethical manner. However, it will only minimally meet the educational requirements you will need to remain current in the laws and practices you need to know to properly service customers.



As a home office associate, you have the responsibility to meet ethical requirements for the work that you complete each day. The same degree of continuing education is necessary for you to conduct yourself in an up-to-date and ethical manner.

As a financial services professional, you must remain knowledgeable and properly skilled to guide clients correctly when addressing their financial concerns. Union Central recommends various tools and techniques that provide you with information you need, whether you are new to the business or a veteran in our industry.

As a Company, we endorse various industry designation programs. These curricula will also allow you to meet many of your continuing education

requirements. A CLU, ChFC, LUTCF, CFP or one of the other industry designations listed after your name adds credibility to your commitment to professionalism.

Union Central offers home office training programs, schools and seminars that are designed to educate you on product, sales techniques, market conduct issues and the many changes in the laws that affect the financial services industry.

Union Central supports the use of various market conduct study materials. They are available upon request to both home office and field associates.

It is important that you take advantage of the opportunities Union Central presents each year that will serve to enhance your knowledge, skills and professionalism. The state required minimums will only take you so far. Let us help you get to where you want and need to be in the financial services industry.

Errors and Omissions Liability Insurance

To protect yourself against claims involving your professional services, it is a good business practice to maintain professional liability insurance. If you are a full time agent or manager contracted with, or appointed to solicit the sale of life insurance for Union Central, you must obtain professional liability insurance in order to maintain your contract with us.

You may obtain this coverage on your own, or if eligible, elect to participate in the errors and omissions insurance program sponsored by Union Central. If you obtain coverage on your own, you must, on an ongoing basis, provide evidence of current coverage with a carrier in good standing, and the coverage must specifically apply to the sale and service of life insurance and annuity products. Moreover, you must maintain coverage in sufficient limits to comply with Union Central's and/or Carillon Investments' current requirements.

You should promptly report any claim made against you to your carrier. This includes, but is not limited to, any lawsuit, any threat of lawsuit or regulatory

action that is brought against you. In addition, you should notify your carrier if you become aware of any wrongful act or allegations of a wrongful act, even if you feel that the claim is unjustified.

Tax and Legal Implications

Your sales proposals may have tax or legal implications for the buyer. Or the sale may be motivated by the client's desire to minimize current or future income taxes, gift taxes or estate taxes. In these cases, you should advise clients to seek the advice of a tax professional, such as a tax attorney or accountant, to review the tax and legal implications of any contemplated transaction. Neither Union Central field partners nor employees are authorized to provide legal or tax advice to prospective or current policy or contract holders.

Handling Funds

Funds collected on behalf of Union Central are received in trust, and must be submitted to the Company immediately. Co-mingling of funds is prohibited. All checks must be made payable to Union Central. We do not accept checks drawn on agents' or agencies'

bank accounts, nor do we accept cashier's checks, traveler's checks or money



orders. In the exceptional case, when a client must pay a premium with a cashier's check, a money order or traveler's check, you must provide a written explanation of the extenuating circumstances making this necessary. (See Carillon's supervising manual for instructions on handling security-related funds).

We will not accept agents' personal checks or checks drawn on agency bank accounts. You must not accept checks from clients that are made payable to "cash" or to your order. You must also not accept cash.

As a Union Central producer, you are prohibited from advancing or financing premiums. You are also prohibited from rebating (unless permitted by State law).

Charging Fees

If you perform separate fee-based financial planning or consulting, it is important that you comply with appropriate registration requirements, including registration as a Registered Investment Advisor or Investment Advisory Associate. You must keep such business separate from your insurance business with Union Central and make certain clients understand your role in each instance. For example, you should identify separate company names for each purpose and use separate stationery. Before soliciting any insurance sales, you must inform clients that you will receive a commission for the sale of the product. Any financial planning fees must be based on a written agreement or schedule between you and the client before the services are performed.

Unless you are appropriately registered to perform financial planning, you may not charge a separate fee to a client for services performed in the sale of a Union Central policy, annuity contract, or Carillon investment product. For instance, you cannot charge a client a fee for assessing his or her financial needs. And in no case should you charge a separate fee for such services as preparing an illustration, assisting in completing an application, delivering a policy, completing paperwork for a death claim or obtaining a license to complete a sale.

Conflicts of Interest

As a Union Central field partner, you have a responsibility to act in the best interest of clients. Therefore, you must appropriately account for any property or money you receive. You must also avoid any real or perceived conflict of interest between acting in the best interest of the client and your personal interests. As a result, you should not:

- Lend money or securities to clients.
- Borrow money or securities from clients.

- Make unauthorized transactions.
- Use client funds inappropriately.

If you are the producer of record or have earned a commission on the sale of a life insurance policy or annuity contract issued by Union Central, you may not, at the time of issue or at any later date, be any of the following:

- An owner or payor of the policy or contract.
- A beneficiary or assignee of the policy or contract.
- A trustee of a trust that is an owner, assignee or beneficiary of the policy or contract.
- A partner, principal, shareholder, officer or director of an entity that is an owner or beneficiary of the policy or contract.

The only exceptions to this are insurance policies or annuities purchased by you or members of your family for individual needs.

Real or perceived conflicts of interest, as noted above, may add liability you would not otherwise have. Moreover, such activities may extend beyond the level of professional services that are generally covered under errors and omissions insurance. In addition, you should not purchase, assign, transfer, escrow or otherwise deal in a commercial transaction with insurance policies. Again, the only exceptions involve insurance policies or annuities purchased by you or members of your family for your individual needs where an insurable interest exists.

You should also avoid any activity or relationship that may interfere, or give the appearance of interfering, with your ability to effectively perform your role as a Union Central producer. If an activity, interest or relationship is incompatible with the best interests of Union Central, it presents a conflict of interest. This includes obtaining, using, or disclosing confidential information about your customers or clients.

Fair Competition

The insurance industry is comprised of many fine companies working toward a common goal — to best serve the client’s needs. In order to uphold the integrity of our profession, it is critical that Union Central and our agents engage in fair competition at all times. Therefore, the professional manner in which you conduct business, as well as the positive attitude you display during the sales process, will reflect well on the industry as a whole.

Fair competition refers to competition based on the elements of price, quality, and service subject to federal and state antitrust laws and state insurance laws and regulations. Focusing on fair competition helps assure that you will:

- Make fair and balanced comparisons between Union Central’s products and those of our competitors.
- Identify certain negative practices which should be eliminated, such as inappropriate replacement.
- Avoid making false or misleading statements about competitors and refrain from criticizing them or their products.
- Display a positive attitude toward the products you are marketing and the industry in which you work.

Bear in mind, it is both unethical and illegal to mislead a client by making dishonest, false or fraudulent statements about a product you are marketing or that of a competitor. Some unfair competition practices have been specifically identified and addressed in federal antitrust and trade practices law and regulation and in some states the NAIC model Unfair Trade Practices Act (as adopted in those several states), such as:

- Unreasonable restraint of trade.
- Making false/fraudulent or misleading statements.

- Criticizing or misrepresenting other companies’ ratings.
- Redistributing articles prepared by sources outside the Company.
- Repeating rumors or stating as fact unofficial reports.

As a service to ourselves, our customers, and our industry, Union Central stands firm in its commitment to prohibit our agents and our employees involved in the sales process from making false, misleading, inappropriate, or derogatory statements about a competitor, its representatives, or its products. Violations of this policy will result in sanctions as outlined under the section entitled “Compliance With Market Conduct Guidelines.”

Compliance Requirements for Marketing Materials

Union Central is committed to providing accurate and consistent sales information to our prospective clients that will assist them with making appropriate buying decisions. Consumer materials will be written using a needs-based approach that presents the product fairly and equitably with a sound basis in fact. To assure that this commitment is met, an agent must use the following guidelines when developing any sales or presentation material that may be seen by a client or prospective client. All such material that is developed by an agent must be submitted to the home office for market conduct and legal review prior to use.

Identity of Insurer, Product and/or Agent

The full name of the company, The Union Central Life Insurance Company, must appear in the sales piece to prominently identify the insurer when referring to the Company or a specific product.

The product being presented must be clearly identified as life insurance, disability insurance or an annuity at the beginning of the material. The policy type (universal life, term, etc.) and formal name of the product (Excel 4, LT 1, etc.) must be clearly identified the first time a specific product is mentioned.

Terms or figures used to describe policy benefits must not differ from those used in the contract.

Consumer materials will be written using a needs-based approach that presents the product fairly and equitably with a sound basis in fact....material that is developed by an agent must be submitted to the home office for market conduct and legal review prior to use.

Prospecting letters and business cards must clearly identify the agent as a life insurance agent and identify the company the agent represents. If no reference to insurance is found in the agency name, the wording “Licensed Insurance Professional” must be included under the agent’s name at the signature line. If

“insurance” appears in the name of the agency, “Sales Associate” is acceptable.

The terms “financial planner,” “investment advisor,” “financial counseling” must not be used by an insurance agent. Individuals licensed as a Registered Investment Advisor (RIA) or Investment Advisory Associate (IA) under a corporate registered advisor such as Carillon Investments, Inc. may use the term “financial planner” if compensation is actually unrelated to sales and is not a commission.

Accuracy and Truthfulness

The sales piece must not contain untrue, deceptive or misleading statements based on information included or omitted. The sales piece, as a whole, must not lead a person of reasonable intelligence to any false conclusions. The sales piece must not exaggerate or offer more than will be received. Absolute words such as all, never, best must not be used. The sales piece must be written using adjectives and superlatives that do not exaggerate the product’s features.

Avoid

- Outstanding/most
- Unique
- Highest Quality

Preferred

- Respected
- Favorable
- High quality

Avoid

- Lucrative
- Liberal
- Low premiums
- Solutions
- Financial planning/planner
- Financial recommendations
- Financial consultant

Preferred

- Exciting opportunities
- Do not use—open to individual interpretation
- Competitive premiums
- Options (solutions can be used if context is not too promissory)
- Financial counseling
- Financial options
- Registered representative/ insurance agent/licensed insurance professional/ sales associate

Limitations associated with the product must be disclosed as clearly as the benefits. The terms just, only, free, no cost, no extra cost must not be used to refer to benefits included in the contract or to minimize limitations in the contract.

The following words or similar terms must not be used in a capacity that could lead a prospective client or client to believe something other than an insurance or annuity product is being sold:



- | | |
|------------------------------|--------------------------------|
| • Investment | • Private Pension Plan |
| • Interest Savings Plan | • Deposit Profit Sharing |
| • Profit | • Interest |
| • Supplemental Pension Plan | • Supplemental Retirement Plan |
| • Deferred Compensation Plan | |

Nonguaranteed Policy Elements

Nonguaranteed policy elements include current interest rates, assumed interest rates, dividends, cash

values, death benefits or other policy benefits not contractually guaranteed. There must be no implication that nonguaranteed elements are guaranteed. If nonguaranteed elements are illustrated, guaranteed elements must be shown with equal prominence. References to nonguaranteed elements must disclose that they are not guaranteed.

Dividends must not be referred to as *tax free*.

Interest rates illustrated must not be higher than the current rate unless the higher rate has been publicly declared with an effective date for new issues not more than three months subsequent. Guaranteed rates must be shown with equal prominence. If the rates illustrated in the advertising piece are higher than the current rate, they must be reviewed for reasonableness of the rate illustrated and the rationale discussed with the home office at the time of market conduct review.

In a sales piece or sales presentation, if illustrations are discussed, or the sales piece is an illustration, there must be disclosure stating that a proposal is not valid without an attached illustration.

Any sales piece or presentation regarding an Equity Indexed product must clearly reflect that ownership of the investments remains with Union Central, and that potential for higher credited interest rates is linked to the S&P 500 growth. Reference to the participation rate must also be included. The following disclaimer must be included on any advertising or sales presentation:

“Standard & Poor’s®”, “S&P 500®”, “Standard & Poor’s 500” and “500” are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by The Union Central Life Insurance Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor’s and Standard & Poor’s makes no representation regarding the advisability of purchasing this product.”

A sales presentation or piece must not create a special group where none exists. Notice of an endorsement by an association is acceptable, provided an association discount applies to the product or service advertised.

Premiums

A premium should not be referred to as anything other than a premium. Terms such as deposit, contribution and investment must not be used. If a policy has nonlevel premiums, premium changes must be prominently described. If any sample premiums are included in a sales presentation or sales piece, all pertinent information such as rate class, age, sex, etc. must be included.

Any reference to an abbreviated — quick pay or short pay — premium plan in which dividends or policy values are used to pay future premiums must be accompanied by a statement that i) dividends are not guaranteed; ii) premiums must be paid for a policy to remain in force; iii) at some undetermined point in the future, the dividends may be sufficient to pay all or a portion of the policy premium; and iv) if policy loans are taken or cash values are withdrawn, the date at which dividends are sufficient to pay premiums will change. Never use the term “vanishing premium” in any advertisement or illustration.

A sales presentation or piece must not represent that premiums paid for life insurance can be withdrawn under the terms of the policy contract.

If the materials present an endowment policy, it must not be represented as profit or return on premiums paid.

Comparisons, Ratings and Competition References

Any reference to a company rating must describe the scope and extent of the rating and must include language reflecting specifics regarding Union Central’s consistently high ratings. Refer to the rating agency material regarding Union Central for information regarding rating, number of rating levels possible and scope of rating (financial, claims paying ability, etc.).

All statistical information must be recent and relevant. The source and date must be identified.

References to the competition must be factual and must not directly or indirectly disparage another

company or insurance agent in any way, particularly its financial condition or practices, services, or methods of marketing. Comparisons to competitors' products must be fair and complete.

There must be no reference to Guaranty Associations.

NAIC Risk Based Capital data must not be used.

Other Considerations

Endorsements or testimonials must not be used without written approval within one year of use from the person or organization providing such endorsement or testimonial. If that person or organization is an employee of, or has a financial interest in The Union Central Life Insurance Company, or receives any benefit for providing an endorsement or testimonial, this relationship or benefit must be prominently disclosed. Individuals who are Registered Investment Advisors or Investment Advisory Associates are prohibited from using testimonials.

Any use of copyright material requires written permission of the owner of the copyright.

Tax and investment features must not be emphasized nor insurance features minimized in any advertising materials.

Nothing of value may be offered as an inducement to listen to a sales presentation or complete an application.

Advertising material must not offer a free consultation without the wording "with no obligation."

Agency prospecting letters must include identification of the insurer. The phrase "Life and disability insurance offered through Union Central and other excellent carriers" must appear at the bottom of agent's letterhead. (Minimum type size permitted is 8 point.)

In addition to market conduct review, all materials relating to a registered product must have been reviewed by the Company's NASD compliance officer and, if required, submitted to the NASD prior to use.

Registered Representative's Marketing Materials

Securities-related marketing material must adhere to the guidelines and interpretations of the National Association of Securities Dealers (NASD) as set forth in NASD Conduct Rule 2210. The NASD's guidelines cover all aspects of communication with the public. Foremost among these rules is the requirement that all advertising and sales literature be approved by a principal of the broker/dealer prior to use. Registered representatives must take care to ensure that they obtain proper approval from the Carillon home office before using any marketing material, other than individual client correspondence.

By reviewing all marketing material prior to use, a Carillon principal may be able to catch and correct potential problems before marketing material is seen by the public.

By reviewing all marketing material prior to use, a Carillon principal may be able to catch and correct potential problems before marketing material is seen by the public. The guidelines

presented below are intended to assist registered representatives in preparing marketing material which is in compliance, thus reducing the turnaround time for approval by a Carillon principal.

General Standards Applicable to all Marketing Materials

- All securities-related marketing material must be fair and balanced, and must disclose all pertinent facts regarding an investment.
- The inherent risk of an investment must be explained.
- Exaggerated, unwarranted or misleading statements or claims must not be used.
- Promissory language must not be used.
- SEC standardized returns must be used any time past performance is shown.

- The name of the broker/dealer through which a registered representative offers securities must be prominently disclosed using the following language (minimum font size is 8 point):

“Securities offered through registered representatives of Carillon Investments, Inc., a subsidiary of The Union Central Life Insurance Company, P.O. Box 40409, Cincinnati, OH 45240-0409. 800-999-1840.”

If an agency name is used in the same piece as the above disclosure, the following language must also be added:

“Not affiliated with (agency name).”

Specific standards/guidelines for commonly-used marketing materials are described below.

Advertising and Sales Literature

The following are examples of marketing materials which are subject to the NASD’s standards regarding advertising and sales literature: advertisements in newspapers, magazines, or other mass-distributed media, ads in bulletins or programs (i.e., high school football programs, church bulletins), ads in the yellow pages, and agency brochures.

In addition to complying with the general standards listed above, all advertising and sales literature must:

- not contain the registered representative’s street address. A P.O. Box may be used instead. This restriction does not apply to agency brochures.
- specifically identify which products and/or services are offered through the broker/dealer.
- contain the name of the registered representative.

Depending on the content of the material, Carillon may be required to file it with the NASD Advertising Department for approval. Such filings can delay the approval process.

Correspondence

Registered representative’s one-on-one correspon-

dence with clients or potential clients is not subject to prior approval by Carillon. Instead, registered representatives must send Carillon copies of all client correspondence within three days of use.

However, correspondence being sent to more than one person (i.e., form letters, prospecting letters) must be approved by Carillon prior to use. The general standards for marketing material presented above apply to all client correspondence.

The NASD has established specific standards and guidelines for all aspects of communication with the public about securities-related products and services.

Business Cards and Letterhead

All business cards and letterhead must be approved by Carillon before use and must identify the broker/dealer using the disclosure detailed above. It is acceptable for the broker/dealer disclosure to appear on the back of business cards.

Electronic Communication

Electronic communication is subject to the same requirements as the traditional, written forms of communication. For example, securities-related e-mail to a client is considered correspondence and is subject to the same approval requirements as written correspondence. Websites which deal with securities are considered advertising and are subject to the advertising requirements detailed above.

Handling Client Complaints

As a Company, we want our clients to be satisfied with the products and services they receive. Therefore, we have an obligation, both legally and ethically, to provide a fair and expeditious handling of client complaints and inquiries. In the event you, as a field partner or home office employee, are advised by a policy or contract holder of a complaint or inquiry, you are expected to advise the client that the Company has a procedure for reviewing and responding to the complaint.

You should encourage the client to contact the Company in writing, setting forth the facts surrounding the complaint. The complaint should be sent to the home office to the attention of the Corporate Compliance Unit, Sta. 23, The Union Central Life Insurance Company, P.O. Box 40888, Cincinnati, OH 45240. You must contact the Corporate Compliance Officer and provide a written factual summary of the issues surrounding the complaint or inquiry. The complaint or inquiry will be reviewed in accordance with the Company procedures for complaint and inquiry resolution. Complaints concerning variable products must also be sent to Carillon Compliance Officer, Carillon Investments, Inc., P.O. Box 40409, Cincinnati, OH 45240.



Individual Market SALES PROCESS FOR THE INDIVIDUAL MARKET

Needs-Based Sales

As a field partner, when you market life and disability insurance and accumulation products, your recommendations must be based on the needs and/or financial objectives of the customer for such products. A fact-finding process will help you determine what these needs are and which objectives are foremost. You must provide needs-based recommendations, truthful and accurate descriptions of products and services, keep abreast of changes, and admit what you do not know. In keeping with insurance laws and regulations in most states, you must begin the initial interview by stating that you are acting in the capacity of a field partner representing The Union Central Life Insurance Company.

We are in the business of providing products and services to fulfill our customers' needs and objectives. Doing so not only increases the likelihood they will purchase the appropriate products, but also the likelihood that the products will remain in force. The persistency of business is so important to you, the policyowner and the Company that particular efforts should be made to keep clients satisfied through regular contact, prompt service and personalized attention.

Replacements

In some instances, a potential client may want to replace an existing product with a new one rather than merely add to what is already in place. It is important that you know and understand the general definition of replacements, so you will be able to best advise the client should this situation arise.

Replacement refers to any transaction in which a new life insurance policy or a new annuity contract is to be purchased, and it is known (or should be known) to the proposing field partner (or to the proposing insurer) that as a result of such transaction, an existing life insurance policy or annuity contract has been or is going to be:

- Lapsed, forfeited, surrendered, partially surrendered, annuitized, assigned to the replacing insurer, or otherwise terminated;

The persistency of business is so important to you, the policyowner and the Company that particular efforts should be made to keep clients satisfied through regular contact, prompt service and personalized attention.

- Converted to reduced paid-up insurance, or continued as extended-term insurance, or otherwise reduced in value by the use of nonforfeiture benefits or other policy values;
- Amended to effect either a reduction in benefits or in the term for which coverage would otherwise remain in force or for which benefits would be paid;
- Reissued with any reduction in cash value; or
- Used in a financed purchase. A “financed purchase” occurs when the purchase of a new life insurance policy or annuity contract involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy or contract to pay all or part of any premium or payment due on the new policy.

When one or more of the above-listed has occurred within a specified period before or after the issue date of the new policy, the original policy is considered to be replaced.

When the policies or contracts affected are all within the same company, the process is referred to as an internal replacement. In some states, replacements between affiliated operations may be deemed to be internal replacements. When the policies or contracts affected are underwritten by non-affiliated companies, the process is referred to as an external replacement.

NOTE: In those jurisdictions where law or regulation has established a higher standard than presented above, then that higher standard shall supersede the one given here.

If after careful and complete examination and full disclosure of all pertinent information, a replacement is clearly indicated, you must follow the appropriate replacement procedures.

Field Underwriting and Insurability

Life insurance and disability insurance policies are issued only after a determination of insurability based on personal, financial and medical information about the proposed insured. Some of this information also is

needed to issue accumulation products. You will develop much of the required information through field underwriting, a necessary part of the sales process. It is your duty to report all such information accurately and in a timely fashion. Ordinarily, reporting is done by means of the application submitted to the home office. However, you should report any additional information bearing on the situation in a cover letter.

Similarly, if you learn of any adverse information after the application has been submitted and before the policy or contract is placed or delivered, or during the contestability period, you are required to report it. Further, you should not deliver a life or disability insurance policy if the proposed client’s insurability has changed since the application was taken. In that situation, you should contact the home office for instructions.

With respect to life insurance, there must be an insurable interest. An insurable interest exists when the beneficiary has an economic interest in the continuation of the proposed insured’s life. Where family members are dependents of the insured, the presence of an insurable interest is usually evident. In business insurance situations, there sometimes is a need for a more elaborate explanation. Whenever there is an unusual beneficiary arrangement or one in which there may appear to be a question as to insurable interest, an explanation should accompany the application.

Sales Illustrations and Literature

Sales Illustrations

Beginning with the initial approach to the potential client and continuing throughout the sales process, you will most likely use sales literature and sales illustrations. Union Central has adopted the National Association of Insurance Commissioners (NAIC) Model Regulation for Life Insurance Illustrations. It describes an illustration as any presentation with nonguaranteed elements shown over a period of years. The purpose is “to provide rules for life insurance policy illustrations that will protect consumers and foster consumer education.”

The Regulation states: when using an illustration in the sale of a life insurance policy, an insurer or its producers or other authorized representatives will not:

- Represent the policy as anything other than a life insurance policy.
- Use or describe nonguaranteed elements in a manner that is misleading or has the capacity or tendency to mislead.
- State or imply that the payment or amount of nonguaranteed elements is guaranteed.
- Use an illustration that does not comply with the requirement of this regulation.
- Use an illustration that at any policy duration depicts policy performance more favorable to the policyowner than that produced by the insurer whose policy is being illustrated.
- Provide an applicant with an incomplete illustration or one that is not in the correct numerical order; reordering is not acceptable.
- Represent in any way that premium payments will not be required for each year of the policy in order to maintain the illustrated death benefits unless that is a fact.
- Use the term “vanish” or “vanishing premium” or a similar term that implies the policy becomes paid up to describe a plan for using dividends to

Reference Central (www.unioncentral.com)

The *Reference Central* software package was created to provide all field and home office associates with an easy to use electronic reference book. Forms and applications can be printed from *Reference Central*. This helpful tool provides important information on the following topics:

- **Products**
- **Service**
- **New Business**
- **State Requirements**
- **Field Administration**
- **Sales Aids**

Each major topic has a number of sub-topics. When you have selected a major topic, a sub-directory will appear. Most questions you may have in the field concerning Company procedures or practices are answered with information contained in *Reference Central*. This program is scheduled to be updated periodically to keep you current. Please use this program to your advantage.

pay a portion of future premiums.

- Except for policies that can never develop nonforfeiture values, use an illustration that is “lapse-supported.”
- Use an illustration that is not “self-supported.”

You should use sales illustrations, provided using only Company-distributed product software, to appropriately explain the numerical features of Union Central products. Use only the current version of such software as determined by checking *Reference Central*.

When presenting illustrations, you must present them in full with no omissions. You are required to submit a signed sales illustration that matches the policy or contract issued. You may only use sales illustrations, in addition to those produced using Company-provided software, after prior approval by the home office.

Sales Literature

When discussing a Union Central product with a client, you may use only Company-approved sales literature. Brochures and other printed materials prepared in the home office and bearing UC form numbers should be used appropriately to describe Union Central products and services. Use only the current edition of such materials as determined by consulting *Reference Central*. Do not use “for agents use only” or “for broker/dealer use only” sales materials with customers.

There may be times, however, when you will want to develop your own sales literature for a specific marketing purpose. This is acceptable, provided you understand that sales literature prepared in the field, as well as any communication with clients or potential clients for the purpose of inducing or tending to induce such persons to purchase, amend, lapse, forfeit, change, or surrender insurance or accumulation products, may be used only after prior approval by the Company. Stationery and other papers bearing Union Central identification may not be used to communicate with clients for the purpose of marketing or servicing products of companies other than

Union Central. The purpose of these procedures is to ensure that all communications materials not created in the home office conform to state insurance regulations and Company guidelines, to the benefit of the field force, clients, and the Company. For more specific details regarding submission and approval of marketing materials, please refer to *Reference Central*.

NOTE: With regard to securities products, registered representatives of Carillon Investments, Inc. must also send any advertisement, mailer, letter, article, brochure, seminar material, invitation, or any other type of marketing material dealing with securities products or the potential marketing of securities products to Carillon Investments for approval. All such materials require approval of a Carillon principal prior to their use. For further information regarding securities sales materials, call 800-999-1840 or refer to the CII publication, "Manual of Supervisory Procedures."

Completing Applications

When taking an application for insurance and accumulation products, you provide essential information to the Company as a part of the underwriting process and in setting up records for proper administration and service. It is important that you personally ask all questions of the proposed insured (and applicant or annuitant, if other than the insured) and record all answers accurately and completely on the application prior to its being signed. Applications and other Company forms may never be signed by the applicant or the insured in blank. All information must be completed in full prior to obtaining an applicant's or insured's signature. The person signing must initial any changes. Only the proposed insured (and applicant or annuitant, if other than the insured) may sign applications, including any supplementary forms. "White-out" or erasures should never be made after the application is signed. It is important that you follow all instructions on the application form.

Policy Delivery

Prompt and proper delivery of the policy or contract is important from both a good business and a legal standpoint. Policies should be delivered personally. You should not keep a policy (other than your policy or a policy of a member of your immediate family) for a period longer than is necessary for review,

analysis and delivery. As we seek to serve our clients, we know that their understanding of the features, benefits and terms of the products they purchase goes a long way toward satisfaction. Much of this understanding can be achieved during a well constructed and attentive delivery interview.

Insurance and annuity products contain a provision which allows purchasers to return them for a complete refund within a 10-, 20-, or 30-day period following policy delivery. Since the period does not begin to run until delivery, it is important that you deliver the contract promptly. It also is important that there be evidence that the delivery has been accomplished. For that reason, you must secure the client's signature on the delivery receipt and return it promptly to the home office.

As noted above, you should not deliver an insurance policy if the proposed insured's insurability has changed after the date of the application. Even if the initial premium has been collected and a Conditional Receipt provided, you must hold the policy and contact the home office Underwriting Department immediately in the event of a change in insurability.

Service at Time of Claim

One of the most important benefits of a long-term relationship between you and a client is prompt, trustworthy claim service. A field partner who knows the client's financial circumstances and personal interests can be of invaluable assistance at the time of death or disability. While in some instances it is appropriate for the home office Claims Department to deal directly with the client or beneficiary, you should make every effort to render service personally when appropriate.

Claims must be handled as quickly as possible. This is not only good business practice, but is also legally

A **As we seek to serve our clients, we know that their understanding of the features, benefits and terms of the products they purchase goes a long way toward satisfaction. Much of this understanding can be achieved during a well constructed and attentive delivery interview.**

required. It is your duty, as a field partner, to report to the home office immediately that an event that will lead to a claim has occurred. The law considers that when an agent has been notified of such an event, the

Company has also been notified. Any delay in reporting will inhibit the ability of all parties to be served properly.

SALES PROCESS FOR THE GROUP INSURANCE AND SALES RETIREMENT PLAN MARKETS

Underwriting Authority

Field partners who market Union Central Group Insurance products, both employer-paid and voluntary, must obtain proposals from the Regional Group Director (RGD) servicing their offices. Union Central RGDs have the authority to release proposals for life, AD&D, short-term disability and long-term disability insurance for groups in full compliance with the Group Underwriting Manual.

The RGD frequently will consult the home office Group Underwriting Division with respect to larger cases, in which the experience of the group would affect evaluation of the risk and determine the competitiveness of the quotation.

Applications for Retirement Plans Group Annuity products provide critical information in setting up records for proper administration and service. You should ask all questions of the applicant and record them accurately. Disclosure must be complete.

For Group Annuity products, sales associates have the authority to accept transferred assets on non-“top heavy” cases up to \$2 million under standard commission schedules. For proposals with transferred assets in excess of \$2 million, or that are “top heavy,” prior approval and a proposal must be obtained from either the home office or a Regional Group Pension Manager.

Disclosure Requirements

In addition to Retirement Plans’ Application and Issue guidelines, the Employee Retirement Income Security Act of 1974 (ERISA) requires full disclosure of a product’s charges, fees and commissions. Group

Annuity products fall under the full disclosure requirement. You must disclose this information prior to the issuance of any Group Annuity or Pension Life product. You may obtain disclosure materials through the home office or any regional group pension office. The submission of incomplete or incorrect disclosure



will result in the home office obtaining signed disclosures directly from the client prior to the issuance of a Group Annuity or Pension Life contract.

Sales Literature

As with the sale of individual products, representatives may use only Company-approved sales and promotional literature. You should take care to use up-to-date editions of all brochures, advertisements and sales materials produced by the home office by checking *Reference Central*. Additionally, you may use only Company-approved software, again taking care to use the most current versions by checking *Reference Central*.

You must receive home office approval prior to using brochures, related sales literature, advertisements and communications with clients or potential clients. Union Central stationery or related materials are not approved for any use other than representing the solicitation, sales, service or issuance of Union Central products.

Sales Practices

Sales representatives who market Group Insurance or Retirement Plans products:

- Acknowledge and agree to abide by Company rules and state laws and regulations governing the sale of products and conduct involved in the selling process.
- Agree to promptly remit to Union Central all monies collected or received on behalf of the Company. Premium checks or deposits are to be made payable or endorsed to The Union Central Life Insurance Company and remitted to the home office upon receipt.

- Understand that keeping accurate records of all transactions on behalf of Union Central is required. Books of accounts, documents, vouchers, letters and any other material connected with the business are the property of Union Central and subject to audit.
- Agree to act in an ethical, dignified, positive and professional manner, and to not misrepresent or omit important facts in any application of insurance or supplemental material.

NOTE: Field partners who are also registered representatives may not sell a second company's group variable product, unless a selling agreement is in place between that field partner's broker/dealer and the second company's broker/dealer.

The Company takes seriously our commitment to the principles and guidelines presented in this publication. Should you become aware of a violation of one or more of the principles, guidelines, or policies presented in this Guide, it is your responsibility to report the violation to the home office. Reports, preferably in writing, are to be made to the Company's Corporate Compliance Officer. All reports will be handled in the strictest confidence and will be investigated.

Failure to comply with the requirements and responsibilities outlined in this Guide or violation of any law will be subject to appropriate, case-specific disciplinary or development action. Also, please be aware that the acts or omissions described in this booklet do not constitute an exclusive list of the reasons for termination for cause.

Questions and Approvals

Questions on the topics and issues in this Guide may be directed to the Company's Corporate Compliance Officer. Whenever a situation requires interpretation and/or approval under these guidelines, you should keep a record of the interpretation or approval in your files.

Instructions

It is understood and agreed that no employment rights are created by executing the undersigned document. When viewing the electronic version of the Guide, please print a copy from *Reference Central* and complete the section below. Completed forms for home office employees should be sent to Human Resources. Field personnel and producers should forward completed forms to the Field Administration Division.



I, _____, have read and fully understand Union Central's *Guide to Market Conduct*. I agree to follow, uphold, support and promote these rules of professional ethical behavior.

Signed

Date

Printed Name and Title

For Field Associates Only:

Agency and Location

Agency Number

Agent Number

To satisfy each customer's unique requirements, Union Central provides customized financial solutions—person by person. Your Union Central representative can help you select the right plans and options to meet a wide range of individual, family, and business needs: protection against death or disability, estate planning, tax-advantaged savings, business continuation and other business planning needs, and group benefits.

Founded in 1867 in Cincinnati, Ohio, Union Central is licensed in all 50 states and the District of Columbia and is among the 10 largest mutual life insurance companies in the nation based on admitted assets (Source: Vital Signs, May 1, 2002). The company's broad product portfolio includes individual life and disability insurance, annuities, group insurance, and group retirement plans such as 401(k). Union Central has grown and remains strong by adhering to traditional values of quality, integrity, and financial soundness.

Union Central is a member of IMSA, the Insurance Marketplace Standards Association. Membership promotes ethical market conduct for individual life insurance and annuities.



CUSTOMIZED FINANCIAL SOLUTIONS—PERSON BY PERSON.™

Securities products are offered through registered representatives of Carillon Investments, Inc., P.O. Box 40409, Cincinnati, Ohio 45240-0409; a subsidiary of The Union Central Life Insurance Company, (800) 999-1840.

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