

# APPOINTMENT APPLICATION

for

The Cincinnati Insurance Company      The Cincinnati Indemnity Company  
The Cincinnati Casualty Company      The Cincinnati Life Insurance Company  
P.O. Box 145496  
Cincinnati, Ohio 45250-5496

Agency Name : Wayne W. Cook / Insurance Resources Agency Code: 70415

Agency Phone #: 985-674-5172 Agency Fax #: 985-674-5173

Agency Address: 1795 West Causeway Approach, Suite 102B, Mandeville, LA 70448

Agent's Name: \_\_\_\_\_ Sex:  Male  Female

Resident Address: \_\_\_\_\_  
(Street, City, State, Zip)

Resident License No: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_

Appointment Type Requested:  Property & Casualty  Personal Lines Only  Life, Accident & Health

1. Please list any additional states in which an appointment is requested and attach a copy of your license for each state:
2. Has any state license you have held ever been suspended or revoked, or have any complaints or regulatory actions ever been filed against you or are you currently under investigation by any Department of Insurance?  
 Yes  No
3. If the answer to question 2 is "Yes," please explain the circumstances:
4. Have you ever been convicted or pled guilty or nolo contendere (no contest) or are you currently under investigation for any crime?  
 Yes  No
5. If the answer to question 4 is "Yes," please supply the date, jurisdiction and nature of the offense:
6. Do you have any delinquent debts that cumulatively exceed \$10,000 or have you filed for or been discharged from bankruptcy in the past 7 years?  
 Yes  No
7. If the answer to question 6 is "Yes", please explain the circumstances.

The information you have provided in this application will be used and may be disclosed to third parties for licensing, appointment, and agency management purposes. It may be disclosed to third parties for purposes such as continuing education, license verification, consumer reporting, and/or electronic appointment and termination transactions. Your signature below signifies your acceptance of our use and possible disclosure to process and maintain your appointments throughout the term of your appointment.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**PLEASE ATTACH A COPY OF YOUR CURRENT AGENT'S LICENSE TO THIS APPLICATION**

MI-2089 (03/08)

Regulatory & Consumer Relations Use Only	Processed by:
	Date Processed:

# THE CINCINNATI INSURANCE COMPANY

## Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

This is a release for The Cincinnati Insurance Company and its subsidiary/affiliated companies to obtain a consumer report about me in connection with my application for a license and/or company appointment. I further release and hold harmless The Cincinnati Insurance Company and its subsidiary/affiliated companies, its directors, officers, and employees, and my employer from any liability arising from the procurement of a consumer report and the use of any information contained in such report.

I, \_\_\_\_\_, hereby authorize The Cincinnati Insurance Company and its subsidiary/affiliated companies to obtain such report from any consumer reporting agency. This authorization shall remain in effect throughout the term of my appointments.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CLI-8514 (04/04)



6200 S. Gilmore Rd., Fairfield, OH 45014-5141



THE  
**CINCINNATI INSURANCE COMPANIES**

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

THE CINCINNATI INDEMNITY COMPANY  
THE CINCINNATI LIFE INSURANCE COMPANY

Mailing Address:

P.O. BOX 145496  
CINCINNATI, OH 45250-5496  
(513) 870-2000 Office  
(513) 870-2097 Fax

**Disclosure Pertaining to Consumer Reports  
Pursuant to the Fair Credit Reporting Act**

To Agents Requesting Appointments with The Cincinnati Insurance Companies:

Thank you for your recent application for a license and/or company appointment. The state(s) where you are applying for a license or appointment requires insurers to investigate the background of all applicants. In compliance with those regulations, we intend to obtain a report from a consumer reporting agency. We will use the report only for the purpose of determining your eligibility for a license or appointment. The report may contain personal information about you including your credit history, employment history, criminal history, and/or the insurance license(s) you hold. Upon your written request, you will be given a list of the areas included in your particular report.

Please sign and return the attached *Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act*. The authorization will remain in effect throughout the term of your appointments.

**Please be aware that we cannot process your appointment to represent The Cincinnati Insurance Company and its subsidiary/affiliated companies until we receive this authorization and request the consumer report.**

The Cincinnati Insurance Companies  
Licensing Department

CLI-8515 (04/04)



6200 S. Gilmore Rd., Fairfield, OH 45014-5141

**THE  
CINCINNATI LIFE INSURANCE COMPANY**

P.O. BOX 145496, CINCINNATI, OHIO 45250-5496



## **AGENT AGREEMENT**

Upon approval of an executed copy at its executive offices, The Cincinnati Life Insurance Company (Company), appoints \_\_\_\_\_, (the Agent) a licensed agent and independent contractor, as a Agent of the Company effective \_\_\_\_\_, 20\_\_\_\_.

### ***Purpose and Definition of this Agent Agreement***

The purpose of this Agent Agreement between the Agent and the Company is to define the relationship between the Agent and the Company and to enumerate the obligations, duties, rights and responsibilities of each. This Agent Agreement terminates and supersedes any and all other agreements made between the Agent and the Company.

The provisions herein shall also be applicable to officers, partners, members and employees of the Agent.

This Agent agreement and all addenda attached hereto now or in the future constitute the entire agreement between the Agent and the Company. This Agent Agreement may not be modified, revised, altered, added to, or extended in any manner or superseded in any way without the written consent of both parties. However, the Company may change or discontinue any addenda that provide and detail specific commission or any remuneration, providing 30 days notice to the Agent. Such addenda changes shall be effective without the written consent of the parties. When this Agent Agreement is terminated, all addenda attached hereto are also terminated.

### ***Agent and Company Relationship***

The Company appoints the Agent, as an independent contractor for the purpose of procuring applications for insurance and annuities offered by the Company in jurisdictions in which both the Company and the Agent are licensed and Company products are approved. Additional authorizations and obligations of the Agent are described within this Agent Agreement. The Agent shall be free to exercise his/her own judgment as to the persons to whom the Agent will solicit applications and the methods, time and place of solicitation, and nothing contained herein shall be construed to create the relationship of employer and employee between the Company and the Agent.

## **A. AGENT**

### ***I. Authority of the Agent***

The Agent shall have:

- a) Applications**—The authority to procure Company applications for insurance and annuities:
  - 1) In territories where the Agent is licensed and appointed at the time of application and policy delivery.
  - 2) For products offered by the Company at the time of the application.
  - 3) For products of the Company approved by the applicable state at time of application.

### ***II. Limitations of Agent Authority***

The Agent shall have no authority to perform any activities on behalf of the Company not specifically granted in this Agent Agreement, including the following:

- a) Make, alter or discharge agreements**—The Agent shall not make, alter or discharge any agreement between the policyholder and the Company or any of the terms, rates or conditions of the Company's policies or agreements.
- b) Procure applications**—The Agent shall not procure applications for insurance or annuities on any products not offered by the Company or not approved in the governing state.
- c) Advertisements**—The Agent shall not use or refer to the Company in any advertisement except as provided below and within the limitations described below. The Agent:

- 1) May use materials referring to the Company and Company products and services in the Agent's advertising activities, including any information about the Company in the Agent's or any other Internet site, provided that the Agent has first secured the Company's written approval of the advertising materials, unless the materials used were prepared by the Company specifically for the use of its agents.
- 2) Shall not alter any materials prepared by the Company for the Agent without first obtaining the Company's written consent.
- 3) Shall not reproduce, display or use the Company's trademark, service mark, logo or other identifying symbols in any manner whatsoever without first obtaining the Company's written consent.
- d) **Suit**—Bring or defend any suit involving the Company without prior written consent of the Company.

### III. **Privacy Responsibilities of the Agent**

The Agent agrees:

- a) Any information about our customers will be used only in accordance with the term of this Agent Agreement.
- b) Not to disclose confidential information that is personal and private to any applicant or policy- or account-holder of The Cincinnati Life Insurance Company or any of its subsidiary or affiliated companies, including but not limited to, customer names, addresses, telephone numbers, medical and financial information, property descriptions, policy limits and coverage types, billing and payment history, driving records and other loss information, without the applicant, policy- or account-holder's prior permission, except to the extent that such disclosure is, in our sole judgment, necessary to facilitate the processing or service of an account or claim, is part of the business of insurance, is required by state, federal or local law, regulation or subpoena, or is otherwise allowed by law.
- c) To use all reasonable efforts to ensure that any third party to whom the Agent makes a disclosure in furtherance of this agreement also complies with the terms of this Agent Agreement. The Agent also agrees that if any disclosure is made that is not in accordance with this Agreement, the Agent will notify the Company immediately of the disclosure.
- d) To use all reasonable efforts to maintain full compliance with the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA) and any other state or federal act designed to protect the personal information of your customers and our customers. The Agent agrees to distribute privacy disclosures to applicants and holders of our policies and accounts in accordance with such laws and as required by us. The Agent further warrants he/she maintains security safeguards to protect customer information that matches or exceeds standards for insurance agents.
- e) To make available all information to the Secretary of Health and Human Services, upon his or her reasonable request.

The Agent agrees that the privacy agreements and obligations described in this section shall, in all cases, survive the termination of this Agent Agreement.

### IV. **Duties and Obligations the Agent**

The Agent shall be responsible to:

- a) **Applications and Forms**—Submit accurate and complete applications and any forms required by the Company.
- b) **Company Property**—Return to the Company such records, documents, application, papers, sales materials and property of every description belonging to or pertaining to the Company's business, whether paid for by the Agent or not, upon termination of the Agent Agreement or upon demand by the Company. Commission payments to the Agent, if any, will be withheld until the Company has received such property.
- c) **Conform to changes**—Conform to any changes made by the Company as it deems advisable in the conduct of its business.
- d) **Deliver policies**—Deliver policies on behalf of the Company, except:
  - 1) When the Agent has knowledge, directly or indirectly, that the health of the proposed insured has or may have materially changed since the time the application for such policy was completed. In such cases, the Agent shall immediately return the policy(ies) to the Company.
  - 2) When coverage has been rejected, canceled or postponed by the Company.
- e) **Initial premiums**—Collect initial premiums at the time of application or policy delivery. All monies collected by the Agent must be payable to the order of the Company and promptly remitted to the Company and shall always be the property of the Company.

- f) **Refunds**—Return, to the applicant, any and all monies the Agent may have received on account of any application the Company rejects, cancels or postpones.

**V. Indemnification Agreement**

The Agent agrees to indemnify, defend and hold the Company harmless from any and all expenses, claims, costs, causes of action and damages resulting from any act or omission committed by or at the direction of the Agent, his or her Agents or any employee of either that is illegal, fraudulent, in contravention of applicable state or federal laws or regulations or beyond the scope of authority granted by the Company. This Indemnification Agreement shall survive the termination of this Agent Agreement.

**B. COMPANY**

**VI. Rights of the Company**

The Company:

- a) **Make changes**—May make such changes as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms, policy agreements or other instruments issued in the pursuance of its business, providing advance written notice to the Agent when possible.
- b) **Reject coverage**—Shall have the right to reject, cancel or postpone any coverage for insurance without specifying to the Agent the reason therefor.
- c) **Remove, alter and add products**—Shall have the right to remove, alter or add products at its discretion, providing no less than thirty (30) days notice to the Agent when possible.
- d) **Servicing Agent**—shall have the right to change the Agent of record on a policy or contract, without approval of the Agent, upon the Company's receipt of a written request from a policyowner. At such time, the Agent will be construed to have relinquished his/her right and obligation to further service the policy or contract. Future correspondence concerning the policyholder's policies or contracts in regard to a servicing agent will be directed as determined by the Company in accord with the policyowner's request. Agent Commission will be in accordance with the Agent Commission Addendum.

**VII. Privacy Responsibilities of the Company**

The Company agrees:

- a) **Disclosure to third parties**—Not to disclose to third parties, without your prior permission, any specific information about your agency, including customer lists and agency production figures, unless such disclosure is necessary to adjust a claim involving your agency, to publish results of promotions and/or contests; we are required to disclose such information by law, regulation or subpoena, or as otherwise set forth in this Agent Agreement.
- b) **Disclosure to non-affiliates**—Not to disclose to any non-affiliated person or organization confidential information that is personal and private to your customers, including but not limited to, customer names, addresses, telephone numbers, medical and financial information, property descriptions, policy limits and coverage types, billing and payment history, driving records and other loss information without your customer's prior permission, except to the extent that such disclosure is, in our sole judgment, necessary to facilitate the processing or service of an account or claim, is part of the business of insurance, is required by state, federal or local law, regulation or subpoena, or is otherwise allowed by law. Publicly available information, including but not limited to rating plans and policy forms filed with government regulators, is not subject to our non-disclosure agreement in this section.

The Company agrees that these privacy agreements and obligations described in this section shall, in all cases, survive the termination of this Agent Agreement.

**C. MISCELLANEOUS**

- VIII. Assignment, Sale or Transfer**—No sale, transfer or assignment of this Agent Agreement, in whole or in part, shall be valid without the consent of the Company, made in writing and signed and dated by an officer of the Company at its Cincinnati offices.

- IX. Compliance**—If any of the provisions of this Agent Agreement are in conflict with any applicable statute or regulation of the state in which you are located, such provision shall be deemed to be amended to conform to those statutes or regulations.

- X. **Expense Assumption**—The Company shall not be responsible for any expenses incurred by the Agent, whether on the Agent's or the Company's behalf, unless prior written consent is obtained from the Company.
- XI. **Severability**—If any provision of the Agent Agreement is held to be invalid, illegal or unenforceable, the holding shall not affect or impair, in any way, the validity, legality and enforceability of the remaining provisions of this Agent Agreement.
- XII. **Waiver**—Neither the Agent nor the Company shall be deemed to have waived any right or obligation under this Agent Agreement or any addendum, schedule or agreement attached hereto unless such waiver is in writing and signed by both parties. No delay, omission or granting of consent on one or more occasions on the part of either party in exercising any right or enforcing an obligation shall operate as a waiver of such right or obligation or any other right or obligation on any other occasion.

#### D. TERMINATION

- XIII. **Mutual Agreement:** This Agent Agreement may be terminated at any time by mutual agreement of the Agent and the Company.
- XIV. **The Agent:** The Agent shall have the right to terminate this Agent Agreement at any time, providing written notice to the Company.
- XV. **The Company:** The Company, upon thirty (30) days written notice to the Agent, or such longer period as is required by law, shall have the right to terminate this Agent Agreement:
- a) **Vested Compensation payable**—with all vested commissions payable to the Agent for any reason whatsoever that are not prohibited by law except those reasons listed in the following "All Compensation forfeited" section. Such reasons include but are not limited to the Agent changing the form of legal entity under which the Agent does business, merging, adding or changing owners, selling, assigning or transferring the Agent produced business or rights of compensation due thereon, unless the Company is notified prior to such an event and the Company consents in writing.
  - b) **All Compensation forfeited**—and thereupon all compensation and other claims whatsoever accruing under this Agent Agreement shall become forfeited to the Company, if any of the following occurs:
    - 1) The Agent's license is terminated for any reason.
    - 2) The Agent withholds or misappropriates any monies or property belonging to the Company.
    - 3) The Company has evidence of malfeasance, fraud, material misrepresentation, insolvency, abandonment, willful misconduct or any activity regarding the Company that exceeds the authority granted under this Agent Agreement. This applies to the Agent and the Agent's employees.

**AGENT AGREEMENT**

**E. ACCEPTANCE and ADDENDA INCLUDED, if indicated**

Addenda attached hereto and included herein:

The following checked addenda, or any revisions thereto, while this Agent agreement is in force, are made a part of this Agent Agreement:

- Agent Commission Addendum
- Agent Commission Schedule
- \_\_\_\_\_

FORM NUMBER

\_\_\_\_\_  
TC  
\_\_\_\_\_

Joint acceptance of this agreement is required for it to be effective. This agreement shall be construed in accordance with the Laws of Ohio.

Intending to be legally bound, this Agent Agreement is accepted by and at:

**COMPLETE ALL OF THE FOLLOWING**

BY:

\_\_\_\_\_  
Print Agent Name

\_\_\_\_\_  
Signature of Agent (if entity, Authorized Representative)

\_\_\_\_\_  
Title, if signed by representative of an entity

AT:

\_\_\_\_\_  
City and State

ON:

\_\_\_\_\_  
Date

Check one:

- Individual/Proprietorship
- Corporation
- Partnership
- LLC
- Other \_\_\_\_\_

Check one:

- SS# or  Tax ID#:

\_\_\_\_\_  
SS# or Tax ID#

\_\_\_\_\_  
Agent E-mail Address

Agency affiliation:

\_\_\_\_\_  
W. W. Cook  
Agency/General Agent name

**CLIC HEADQUARTERS USE ONLY**

The Cincinnati Life Insurance Company approves this Agent Agreement if so completed below:

Agent Code #: \_\_\_\_\_

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

David Burbrink

Vice President

Title

\_\_\_\_\_  
Date