

## Gerber Life | Guaranteed Life Insurance

## Agent Instruction for Submitting New Application

#### The Producer Certification page is part of the Guaranteed Life application and must be submitted

<u>at same time as the application.</u> Please note that the application for Gerber Life's Guaranteed Life does not ask any health questions. Consequently, the "Insurability of any Person proposed for Insurance" certify statement refers to the responses on the application and not the health of the proposed insured. In addition to the insurance application and producer certification, the following forms may be required at time of application and should be submitted at the same time as the application:

<u>Replacement Form¹-</u> If Gerber Life policy will replace another policy, complete appropriate state required form. Form must be submitted with application.

<u>NAIC-Replacement Sales/Marketing Materials Form</u>- In compliance with the NAIC Model Replacement Act, if the Gerber Life policy will replace another policy, the Replacement Sales/Marketing form must be completed. <u>Commissions will</u> be withheld until the document is received.

<u>Receipt for Guaranteed Issue Policies</u>- For Check or Money Order ONLY. If check or money order is collected with application, provide Receipt CRGI to customer and submit copy of receipt with the application and check.\*

\*In **KS** if a check, money order or <u>authorization of payment</u> is collected with the application, please provide receipt <u>CRGI-2015-KS</u> to customer and submit a copy of the receipt with the application and payment. The receipt must be signed by the agent.

<u>Split Commissions</u> - Split commissions are allowed between 2 agents. Check off Agent Split near the upper right-hand corner of the application. Information regarding the secondary agent should be provided in the designated area on the Producer Certification.

(CA Only) Fraud Notice - The fraud notice is required to be presented to the person who applies for a policy. A copy should be kept on file (Do Not send to Gerber Life).

(CA Only) Disclosure to Seniors - If individual is age 65 or older and agent is meeting in their home, provide completed form to individual. A copy should be kept on file (Do Not send to Gerber Life).

(NY Only) Definition of Replacement - Replacements are not allowed in New York, although the Definition of Replacement form must be filled out for all life insurance applications. The document must be signed by the Applicant and the Agent, and a copy left with the Applicant. This document must be returned to the Company with the application. The signed date on the form must be the same signed date as the application.

(NY Only) I Certify Form – In compliance with NY state law, submission of the completed 'I Certify Form' is required to be sent with your application packet verifying your adherence to NY PIF and BG process. Commissions will be withheld until the document is received.

(NY Only) Agent Best Interest Certification – In compliance with NY Regulation 187, it is required that agents act in their customers best interest. This form is a certification that the product selected is in the best interest of the customer. This form must be signed and submitted with all NY applications. Failure to comply will result in the application being closed out.

(NY Only) Producer Checklist – In compliance with NY Regulation 187, agents are required to retain documentation related to recommendations made to a customer regarding life insurance products. This form is for your records only and is not to be submitted with applications.

(NY Only) Life Suitability and Best Interest Questionnaire — In compliance with NY Regulation 187, agents are required to determine the suitability of a product(s), prior to making a recommendation to the customer. This questionnaire is required to establish product suitability in accordance with the NY Regulation 187. One form is required per policy and is owner specific (you cannot list multiple insureds on one questionnaire.) This form is required to be completed in full and failure to comply will result in the application being closed out.

• Please follow your Marketing Office procedures for application submission to Gerber Life.

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<sup>&</sup>lt;sup>1</sup> Replacements are not accepted in following states: CA, DE, FL, ID, IL, KY, MA, NY, PA, PR, TN, WA



# **Agency Application**

Agent Name	Agency Name	Agent #
Agent Phone #	Agent Email	
PERSONAL INFORMATION		GUARANTEED LIFE
APPLICATION FOR: INDIVIDUAL LIFE INSU	RANCE	
PROPOSED INSURED: (Give full legal name)		
First Name	Last Name	Middle Initial
Gender ☐ Male ☐ Female Date of B	BirthSocial Security Number	
Legal Residence Address		
City	State	Zip
Email Address		
Primary Phone	Cell: ☐ Yes ☐ No Secondary Phone	Cell: ☐ Yes ☐ No
Are you a United States citizen or do you	u have Permanent Legal Resident (Green Card) status?	□ Yes □ No
CHECK ✓ THE AMOUNT OF LIFE INSURAN	NCE WANTED:	
□\$5,000 □\$7,000 □\$10,000 □\$	15,000 or Other (must be from \$5,000-\$15,000)	\$,000
First Name	s section only if the policy will be owned by someone other than Last Name	
Relationship to Insured	Social Security Number	
Legal Residence Address		
City	State	Zip
		Cell: ☐ Yes ☐ No
Primary Beneficiary(ies)	oceeds shall be divided equally among Primary Beneficiaries. If the state of the st	the Insured
OTHER COVERAGE		
•	ance or annuities in force or is any application for life insuranc	
Will the coverage applied for replace any life If "Yes", please complete below.	insurance or annuity coverage now in force or pending on t	the life of the Proposed Insured? \(\subseteq\) Yes \(\subseteq\) No
	Face Amount	Month/Year Issued_
Company Name		Month/Year Issued
ACKNOWLEDGEMENT OF I	NFORMATION PROVIDED	
It is understood and agreed that:		
All statements and answers made in all par for and become part of any policy issued a insurance may be guilty of a criminal offens and the initial full premium(s) due have been of the application continue to be true and o	rts of this application are true and complete to the best of as a result of this application. Any person who knowingly see and subject to penalties under state law. Any policy issue on received by the Company while the proposed insured is a complete. I will notify the Company of any changes to the approved and payment is received by the Company.	presents a false statement in an application for ed will not take effect until it has been approved alive and all statements and answers in all parts
X Signature of Proposed Insured		Date
	n Proposed Insured)	
AGWLP-12-SD		



#### **Graded Death Benefit Limitation**

Our guarantee to accept all applicants age 50 to 80 is made possible by a Graded Death Benefit Limitation. It applies to the first two years of coverage when the policy is issued. If death occurs within the first two policy years for any reason other than an accident, all premiums plus 10% interest shall be paid to the beneficiary. If death is due to accidental causes within the first two policy years, the full death benefit shall be paid to the beneficiary. Applicant may qualify for a full death benefit policy that provides full benefits from inception.

After the two-year Graded Period, if the insured dies for any reason, the full face amount of the policy shall be paid to the beneficiary. If the insured dies by suicide within two years from the Issue Date, the only amount payable will be the premiums paid for the policy plus 10%, less any debt against the policy.

#### **Exclusions and Limitations**

Accidental Death: Death is considered accidental if it occurs as a direct result of, and within 180 days of, an accidental bodily injury. In order to qualify as a death from accidental causes, the death must occur while the policy is in force and within 180 days following the date of the accidental injury as defined further by the policy.

Exclusions: A Death Benefit will not be paid for an Accidental Death if it is an infection not occurring as a direct result or

consequences of the Accidental Bodily Injury, and/or if it is caused or contributed by: disease or infirmity of mind or body or medical or surgical treatment for such disease or infirmity; any attempt at suicide, while sane; travel in or descent from an aircraft, if the Insured acted in a capacity other than as a passenger; travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, used for travel beyond earth's atmosphere; active participation in a riot, insurrection or terrorist activity; committing or attempting to commit a felony, aeronautics (hang-gliding, skydiving, parachuting, ultra light, soaring, ballooning and parasailing).

Benefit amounts are subject to Gerber Life insurance limits.

To approve your insurance and service your policy, we may collect or disclose information about you, as permitted by law, which may include certain disclosures made without your prior authorization. You have the right to access and correct personal information that we have about you. You may also receive a detailed notice on Gerber Life's Information Practices, upon request.

A Buyer's Guide to Life Insurance and a Policy Summary are sent with all policies. You can get them without applying for insurance by writing to us.

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## **Agency Application**

Applicant's Name\_

### ALL AGENTS MUST DISCLOSE THE GRADED DEATH BENEFIT TO ALL APPLICANTS

PRODUCER CERTIFICATION Must be Co	ompleted by Producer if applicable
To the best of your knowledge,	
	r annuities in force or is any application for life insurance or priate replacement forms)
	nce or annuity coverage now in force or pending on the life of the cement forms)
ls this a 1035 Exchange?	□Yes □
Is this an internal term conversion?	□Yes □
I certify that I have no knowledge of anything which might for insurance which is not fully set forth herein	ght affect the insurability of any person proposed Yes _
Agent ID	Date
X Signature of Licensed Agent	Printed Name of Licensed Agent
AGNT-12	
·	teed Life does not ask any health questions. Consequently, the "Insurability of any Pers sponses on the application and not the health of the proposed insured.
<ul> <li>By answering 'YES' to the "I certify" statement above, the that could affect the insurability (responses on the applica</li> </ul>	e application CAN be processed. You are indicating that you have no knowledge of anythin cation) of the proposed insured.
<ul> <li>By answering 'NO' to the "I certify" statement above, the a affect the insurability (responses to questions) of the prop</li> </ul>	application CANNOT be processed. You are indicating that you have knowledge that could posed insured.
Please provide secondary agent information	ation for split commissions:
First Name:	Last Name:
Gerber Life Agent ID:	(if agent ID is not known, write in 9999-9999) Percent of Split:

#### Please review the following outline of requirements:

- ✓ This form must be sent in at time of application in order for a split commission to be applied.
- ✓ Split Commissions are allowed only between two agents.
- ✓ The name, agent ID, and split percentage for the secondary agent must be included in the request.
  - If the percentage of the split is missing, it will default to 50% for each agent for the life of the policy.

# GERBER LIFE INSURANCE COMPANY 1311 Mamaroneck Avenue White Plains, NY 10605 800-253-3074

#### IMPORTANT NOTICE REGARDING REPLACEMENTS

#### IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, otherwise terminated, or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy 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 to pay all or part of any premium or payment due on the new policy. Financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer any questions and consider the questions on the back of this form.

1.	Are you considering discontinuing making premium payments, surrenderi forfeiting, assigning to the insurer, or otherwise terminating your existing contract?	<u> </u>
	YES NO	

2.	2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract?				ay
	YESNO				
If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing:					
	INSURER NAME	CONTRACT OR POLICY #	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)	
1. 2. 3.					
Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.					
The existing policy or contract is being replaced because:					
I certify that the responses herein are, to the best of my knowledge, accurate:					
Ap	plicant's Signature and	Printed Name			Date
Pro	oducer's Signature and	I Printed Name			Date
I d	o not want this notice r	ead aloud to me.		icants must initial only ot want the notice rea	

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

#### PREMIUMS:

Are they affordable?

Could they change?

You're older -- are premiums higher for the proposed new policy?

How long will you have to pay premiums on the new policy? On the old policy?

#### POLICY VALUES:

New policies usually take longer to build cash values and to pay dividends.

Acquisition costs for the old policy may have been paid, you will incur costs for the new one.

What surrender charges do the policies have?

What expense and sales charges will you pay on the new policy?

Does the new policy provide more insurance coverage?

#### **INSURABILITY:**

If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.

You may need a medical exam for a new policy.

Claims on most new policies for up to the first two years can be denied based on inaccurate statements.

Suicide limitations may begin anew on the new coverage.

#### IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:

How are premiums for both policies being paid?

How will the premiums on your existing policy be affected?

Will a loan be deducted from death benefits?

What values from the old policy are being used to pay premiums?

# IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:

Will you pay surrender charges on your old contract?

What are the interest guarantees for the new contract?

Have you compared the contract charges or other policy expenses?

#### OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

What are the tax consequences of buying the new policy?

Is this a tax free exchange? (See your tax advisor.)

Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?

Will the existing insurer be willing to modify the old policy?

How does the quality and financial stability of the new company compare with your existing company?



# REPLACEMENT SALES/MARKETING FORMS

APPLICANT NAME: _ APPLICATION STATE: AGENT NAME:		
AGENT#:		DATE:
•	e with NAIC Model Replacement Act, listedale of this application:	d below are the Marketing/Sales forms
Please use f	ull Gerber Life Form# shown at the bott	tom of the Marketing/Sales material
Form #		
None		

## Gerber Life will not charge your account any money until 1-3 days after your application is approved.

# How to pay your premiums automatically through your CHECKING ACCOUNT:

THE BIG BANK ANYPLACE, USA

- **1.** Complete and sign the Authorization Form below.
- 2. Please provide the required financial information. Contact your financial institution for the correct account and routing numbers.
- **3.** Your first premium will be charged 1-3 days after your application is approved by Underwriting unless a Preferred Payment Date has been requested.
- **4.** Premiums will continue to be automatically withdrawn each month unless you indicate a different time period by selecting 3 months, 6 months or 12 months in the space provided on this Form.

## How to pay your premiums automatically through MASTERCARD or VISA:

MasterCard

- 1. Complete and sign the Credit Card Authorization Form below.
- 2. Your first premium will be charged
  1-3 days after your application is
  approved by Underwriting unless a
  Preferred Payment Date has been requested.
- 3. Premiums will continue to be charged monthly to the credit card you select, unless you indicate a different time period by selecting 3 months, 6 months or 12 months in the space provided on the Form.

Questions? Call our toll-free number: 1-800-428-4947 Monday-Friday, 8:30am to 6pm (EST)

### Use this Authorization Form for payment by automatic withdrawal from CHECKING ACCOUNT

☐ **Yes.** I hereby authorize the bank or financial institution named below to pay my insurance premiums as

indicated below, by automatic withdrawal from my checking account. I understand that my 1st premium will not be withdrawn until 1-3 days after my application is approved by Underwriting unless a Preferred Payment Date has been requested. I also understand that I may cancel this authorization at any time by notifying Gerber Life Insurance Company. Name Middle Initial Last Name First Name Address State Zip City Insured's name: Date of Birth: Name of Financial Institution Account # Type of Account: ☐ Checking ☐ Savings Bank Transit # X (Accountholder's Signature) If application not approved by date selected, premium will be withdrawn on the date selected the following month. If the insured's age changes prior to selected date, the premium will be Preferred Payment Date based on the new age. Payment date must be within 28 days of submission Please automatically withdraw my premiums every (check ≥one): — month — 3 months — 6 months — 12 months Use this Credit Card Authorization Form for payment by MASTERCARD or VISA Yes, please charge my premiums to my credit card account. I understand that my 1st premium will not be withdrawn until 1-3 days after my application is approved by Underwriting unless a Preferred **Payment Date has been requested.** I also understand that I may cancel this authorization at any time by notifying Gerber Life Insurance Company. ☐ Mastercard – Must contain 16 numbers ☐ VISA – Must contain 13 or 16 numbers Please check **v**one: Card Number: Name Middle Initial Phone Address State \_\_\_\_ Zip Code\_\_\_\_ Insured's Name: Date of Birth: (Cardholder's Signature) If application not approved by date selected, premium will be withdrawn on the date selected Preferred Payment Date \_\_\_\_\_ the following month. If the insured's age changes prior to selected date, the premium will be based on the new age. Payment date must be within 28 days of submission

Please charge my premiums every (check ✓one): ☐ month ☐ 3 months ☐ 6 months ☐ 12 months

GERBER LIFE INSURANCE COMPANY • Home Office: 1311 Mamaroneck Avenue, Suite 350, White Plains, NY 10605	5
RECEIPT FOR GUARANTEED ISSUE POLICIES	
THIS RECEIPT MUST BE DELIVERED TO THE APPLICANT WHEN THE FIRST PREMIUM IS PAID BY CHECK O	R

THIS RECEIPT MUST BE DELIVERED TO THE APPLICANT WHEN THE FIRST PREMIUM IS PAID BY CHECK OR MONEY ORDER. PAYMENT IN CASH IS NOT ACCEPTABLE.

All checks and money orders must be made payable to: GERBER LIFE INSURANCE COMPANY.

Any insurance issued will be effective from the date of the completed application provided that:

- 2. The insurance applied for does not exceed Gerber Life Insurance Company's over-insurance limit.
- 1. The first premium is paid on the date of the completed application by check or money order that is honored and collectable; and

Received fromsigning the insurance application		the sum of \$	paid by check or money order at the time of
The proposed insured is:			
Date: Month /Date/ Year	Signature:	Licensed Agent	Agent#:
CRGI-2011			

#### Agent Instructions:

PLEASE NOTE THIS RECEIPT MUST BE DELIVERED TO THE APPLICANT AND A COPY MUST BE SENT TO GERBER LIFE INSURANCE WHEN THE FIRST PREMIUM IS PAID BY CHECK OR MONEY ORDER. THIS MUST BE DONE AT THE TIME OF APPLICATION. ADDITIONALLY, THE CONDITIONAL RECEIPT, APPLICATION AND THE CHECK MUST ALL HAVE THE SAME DATE.