



INDIVIDUAL BROKER APPOINTMENT KIT

Section I: Individual Broker Appointment Kit

All of the forms listed below in Section I must be completed in their entirety to ensure a comprehensive evaluation of the broker's appointment information. These forms will be evaluated by the General Agency and The Guardian's Agent, Contracting & Licensing Department (AC&L).

a. Individual Broker Data Form <i>Please complete all information on this form – do not leave blanks.</i>	.....Page 2
b. Fair Credit Reporting Act Disclosure	.....Page 3
c. Brokerage Agreement <i>Sign this agreement on the "Broker" line only. DO NOT PRINT YOUR NAME ON THE LEFT, THAT SECTION IS FOR A WITNESS.</i>	..... Pages 4-6
d. GIAC Agent's Agreement <i>Sign this agreement only if you will be submitting GIAC Life business.</i>	..... Pages 7-9
e. Long Term Care Insurance Credential Request <i>Complete this form only if you will be submitting LTC business. Note: State specific pre-sale training may be required and proof of completion attached to the request form. See LTCL Training Guide for additional information.</i>	..... Page 10

Section II: Appendices

NOTICE: All of the forms listed in Section II below are to be retained by the broker, including a copy of this Instruction page	.....Page 11
f. Circular Letter No. 8	.....Pages 12-13
g. A Summary of Your Rights Under Fair Credit Reporting Act	.....Pages 14-15
h. Guardian AML Training Requirement	..... Page 16
i. Long Term Care Insurance Training Guide	.....Pages 17-20

Forward applicable pages in Section I to:

General Agency Name	_____
General Agency Address	_____
General Agency Contact	_____
Contact Telephone No.	_____
Contact Fax No.	_____
Contact Email Address	_____



INDIVIDUAL BROKER DATA FORM

Please check this box if potential FR
Name of Broker (As it appears on insurance license):
Salutation
Social Security Number
Date of Birth
Please check one
Please indicate if the individual can be classified as an Allied Professional as a: CPA/Accountant or Attorney
Designations

Business & Resident Information

Resident Address:
Street
City
State
Zip Code/County
Telephone Number
Cell Number
Email Address

Business Address:
Street
City
State
Zip Code/County
Telephone Number
Fax Number(s)
Website Address

Appointment Requests

Identify which products you wish to be appointed to sell
List State(s) in which to be appointed, include license numbers
If Florida non-resident licensee, please list the county where you wish to be appointed

Agency Information

Agency Code
Agency Contact Name
Phone Number
Fax Number
Send commissions to my
Send correspondence to my
Preferred contact by phone



FAIR CREDIT REPORTING ACT DISCLOSURE

Disclosure to the Consumer

As a routine part of our due diligence effort, Guardian Life Insurance Company intends to obtain an investigative consumer report on you. To ensure full compliance with the 1997 Fair Credit Reporting Act [Section 606(a)] and to facilitate easy access to all information necessary, please read and sign this form.

I, _____ (please print name), authorize all persons and entities (including but not limited to businesses, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, FINRA, and all military services) to release all written and verbal information about me to Business Information Group (B.I.G.).

I also give my consent for The Guardian Life Insurance Company of America to review previous Uniform Application for Registration (U-4) and Uniform Termination Notice (U-5) information for employment, registration and disciplinary history through FINRA Web-CRD. I understand that a completed U-4 will be necessary for registration.

I specifically understand and authorize the procurement of an investigative consumer credit report and understand that in all likelihood it will contain information about me background, mode of living, character, general reputation, and personal characteristics.

I further understand that upon written request I will be given a list of the areas which will be researched and included in the investigative report into my background. I have read and understand the attached summary of my rights under the 1997 Fair Credit Reporting Act. This release, in original or copy form, is valid now or any time in the future. I release all parties from any claims or liability in connection with its review of the above information. I agree with all the provisions shown in this disclosure form and have been provided a copy of this document.

For Maine Applicants Only

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any reports.

For New York Applicants Only

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer report agency furnishing the report.

For Washington Applicants Only

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

California, Minnesota, and Oklahoma Residents

I also understand that this document will be given full legal recognition under the laws of the States of California, Minnesota and Oklahoma.

Check if is you wish to have a copy of the reports provided at the address provided.

Date

Signature of Candidate

Print Candidate Name



BROKERAGE AGREEMENT

Parties:

Principal _____

Broker _____

Effective Date _____

This Agreement is made by and between the Principal and the Broker. The Guardian Life Insurance Company of America, referred to as the Company, is not a party to this Agreement except to the extent of its endorsement. This Agreement shall run for an indefinite period subject to termination at any time by either of the parties by notice in writing, or automatically by nonrenewal of Guardian appointment, state license or termination of the Principal's agreement with the Company.

Wherever the singular form or masculine gender occurs in this Agreement, as to either Principal or Broker, the substitution of the respective plural form is understood in the case of a partnership or feminine gender in the case of a female or neuter gender in the case of a corporation.

(1) Appointment.

The Principal appoints the Broker to solicit all forms of insurance coverage included in this Agreement provided he is or may be licensed for the type of coverage solicited. The territory of the Broker shall be wherever he is or may be licensed for the type of coverage solicited. The Broker shall personally witness and transmit to the Company, through the Principal, for its consideration all applications for such forms of policies as may be issued by it, collect the initial premiums, countersign (when necessary) and deliver any policies forwarded to him by the Company through the Principal for that purpose, and shall perform such other duties and services to policyholders and beneficiaries pertaining to the business of the Company as may be required of him. It is expressly understood between the parties to this Agreement that the Broker represents the insured and does not represent the Company except as herein specified.

(2) Compensation.

The Principal will pay the Agent commissions as provided under this Agreement and its Supplements on first year and renewal premiums which are actually due, collected and paid in cash to the Company on policies and contracts issued by the Company on applications submitted under this Agreement and its Supplements. First year and renewal commissions on individual life insurance, pension trust series insurance, individual disability income insurance, multi-life disability income insurance, long-term care insurance and group insurance will be payable in accordance with the Supplements which are attached to and form a part of this Agreement. During the continuance of this Agreement, commissions on group insurance business will only be paid to the Agent as long as he continues to be recognized by both the policyholder and the Company as the "Agent of Record" on the applicable group insurance business.

a. Service Fees on Life Insurance.

The Broker may qualify for service fee payments of 2% of cash premiums on his life insurance business issued on applications personally submitted by the Broker under this Agreement and in force more than ten policy years. The service fee payments shall only be made on such life insurance business of the Broker more than ten policy years in force that was issued in those calendar years during which the Leaders Club credits (as defined in the Company's published Leaders Club rules) of the Broker equaled or exceeded the levels that were annually announced by the Company as Annual Production Requirements for brokers and shall only be made during the continuance of this Agreement. The service fee payments shall apply to policies of the PT series. The cash premium on any policy to which the 2% applies shall include the cash premium for any supplemental benefits provided by the policy but shall not include temporary extra premiums. In the event that the Broker later executes a Field Representative Agreement, an Agreement of Agency, a Special Agreement of Agency or an Amendment to Agreement of Agency, service fee payments of 2% of cash premium on all life insurance business issued on application personally submitted by the Broker under this Agreement and in force more than ten policy years will be paid during the continuance of the new agreement or agreements.

b. Service Fees on Multi-Life Disability Income Insurance.

During the continuance of this Agreement, the Agent may qualify for service fees in a calendar year on multi-life disability income insurance business at 2% of the cash premiums received on premium paying policies in force in the Company for more than 10 policy years that were issued on applications personally submitted by the Agent under this Agreement provided that the total in force multi-life disability income premiums of the Agent on business produced under this Agreement were at least \$30,000 at the end of an immediately preceding calendar year.



- (3) Termination of Agreement.** Termination of this Agreement does not affect the payment of individual life insurance, pension trust series insurance, individual disability income insurance, multi-life disability income insurance and long-term care insurance renewal commissions on premiums paid in policy years two through ten inclusive as contained in the Supplements except for Variable Renewal Commissions Based On Persistency And Volume and Variable Renewal Commissions Based On Persistency on individual disability income insurance following the death of the Agent. Neither first year nor renewal commissions are payable on group insurance business after termination of this Agreement unless the Agent continues to be recognized by both the policyholder and the Company as the "Agent of Record" on the applicable group insurance business. Upon termination of this Agreement, no renewal commissions, persistency fees and service fees as contained in the Supplements shall be payable on premiums paid in policy years eleven and over except those payable on individual disability income insurance if the Agent shall be living.
- (4) Indebtedness.** All commissions and persistency payments earned hereunder shall be subject to any indebtedness (with interest thereon, at the current rate established by the Board of Directors of the Company) of the person defined as Broker to the Principal or the Company, including any indebtedness incurred by the Broker under this and any other agreement entered into between him and Principal or under any Field Representative's Agreement.
- (5) Freedom of Action.** The Broker shall be free to exercise his own judgment as to the time and place of solicitation within territory of persons acceptable to the Company, and as to the general conduct of his business, but he shall comply with and be bound by the rules of the Company now in force or as they hereafter may be amended or supplemented; such rules, however, are not to interfere with such freedom of action of the Broker. Nothing herein contained shall be construed to create the relation of employer and employee between the Broker and the Principal or the Company.
- (6) First Premium.** The first premium or any monies collected on any application for Insurance or for an annuity submitted by the Broker under this Agreement is due and payable to the Principal in cash immediately upon collection.
- (7) Charges.** The Broker agrees to pay the Principal all charges provided for in the Company's rules as now in force or as such may hereafter be amended or supplemented, including but not limited to additional or optional policies, "not-taken" policies, acceptance of notes, term rates, medical and inspection fees and supplies.
- (8) Authority of Broker.** The Broker shall have no power or authority other than as herein expressly granted, and no other or greater powers shall be implied from the grant or denial of powers specifically mentioned herein. He shall have no power or authority to make, alter or discharge any contract in the name of the Principal or the Company or to bind either the Principal or the Company, or to waive a forfeiture or waive, alter or amend the performance, provisions, terms or conditions of any policy, or to extend the time for the payment of premiums or other monies due the Company, or to collect money for the Principal or the Company except as to the collection of the first premium on policies and contracts issued by the Company pursuant to this Agreement or on issuance of "conditional receipts" by the Broker pursuant to the Company's rules.
- (9) Advertising and Representations.** The Broker shall use no advertising material, prospectus, proposal or representation, either in general or in relation to a particular policy of the Company, unless furnished by the Company or until the consent of the Company thereto shall have first been secured through the Principal. The Broker shall not issue or circulate any illustration, circular, statement or memorandum of any sort misrepresenting the terms, benefits or advantages of any policy issued by the Company or make any misleading statement as to the dividends to be received thereon, or as to the financial position of the Company.
- (10) New Coverages.** In the event the Company has undertaken, or shall undertake, the writing of types of coverage not mentioned herein, an appropriate amendment to this Agreement shall be made, and deemed to be effective, by written notice to the Broker, setting forth the commissions payable, and conditions of such payment, for such business, and modifying any of the provisions of this Agreement deemed necessary in order to adapt this Agreement to the nature of such business.
- (11) Assignment.** No assignment of this Agreement, or of any health commissions or persistency payments hereunder, except to the Principal or the Company, shall be valid. No assignment of any life or group Insurance commissions, except to the Principal or to the Company shall be valid, unless authorized in advance in writing by the Principal and the Company.



**(12) Abrogation of
Prior Agreements.**

All agreements heretofore entered into by and between the parties hereto, whether oral or in writing save as hereinafter excepted, are hereby released, abrogated and declared to be null, void and of no effect, any stipulation contained therein to the contrary notwithstanding, except such agreements or parts thereof relating to:

- a. any indebtedness of the Broker to the Principal or the Company and liens created in connection therewith;
- b. any liabilities or obligations previously assumed or incurred by the Broker and owing to or running for the benefit of the Principal or the Company and liens created in connection therewith;
- c. the obligation of the Company, wherever it has been requested, and it has been agreed to by the Company, that in event of the termination of the Principal's agreement with the Company, the payment of commissions to the Broker, be made by the Company to the Broker for the Principal's account;
- d. the right to commissions hereafter accruing and earned under any prior agreement between the parties hereto, subject to the offsets and counterclaims therein provided.

**(13) Authorization by
Principal to
Pay Broker.**

The Principal hereby authorizes and empowers the Company, in the event of the Termination of the Principal's agreement with the Company, to pay for his account to the Broker, or his legal representatives, on premiums collected after such termination, such commissions and persistency payments as may hereafter accrue to the Broker under this Agreement in accordance with and subject to all of its terms and conditions, and the payment of such commissions and persistency payments to the Broker by the Company shall constitute a full discharge of the Principal and the Company as to the commissions and payments in question.

**(14) Not Binding
on Successor
or Company.**

It is understood and agreed that this Agreement shall not be binding upon the successor in office of the Principal, and that it shall not be binding upon the Company unless and only to the extent hereinafter agreed to by an authorized Officer as to the payment of commissions and persistency payments as they accrue, for the account of the Principal.

(15) Amendments.

The Principal, with the written consent of the Company, shall have the right to amend this Agreement or any of its provisions or terms of compensation by general announcement, but such amendments shall not affect any rights accruing or compensation or commissions earned prior thereto. The Amendments shall be deemed to be effective upon the general announcement of such amendment and assent of the Broker shall not be required or necessary.

The terms, conditions and provisions of this agreement shall apply to the sale and servicing of individual disability income policies and individual life insurance policies underwritten by Berkshire Life Insurance Company of America ("BLICOA"), a wholly-owned life insurance subsidiary of Guardian.

IN WITNESS WHEREOF, the Principal and the Broker have signed this Agreement in triplicate on this

Day _____

Month _____

Year _____

In presence of _____

Principal _____

Broker _____

In the event of termination of the Principal's agreement with the Company, subject to all the terms and conditions of this Agreement, the Company hereby guarantees the payment of commissions and persistency payments to the Broker as provided for herein. Unless written notice to the contrary the Company agrees to continue this Agreement in full force and effect.



THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC. (GIAC) AGENT'S AGREEMENT

Parties:

Agent	_____
	Print Name
who resides at	_____
	Street Address

	City
	State (hereinafter called "Agent")
Company	_____
	The Guardian Insurance & Annuity Company, Inc. 7 Hanover Square, New York, NY 10004 (hereinafter called "Company")
Effective Date	_____

OFFICE USE ONLY

- 1. Appointment**

The Company hereby appoints the Agent to solicit and remit to the Company applications for the purchase of products that are exempt from registration under the Securities Act of 1933 and the Investment Company Act of 1940 which are offered by the Company to the public from time to time (hereinafter referred to as the "Contracts") as specifically authorized by the Company and for which the Company is properly licensed under federal, state and local laws for the jurisdiction(s) in which the Agent will solicit business. This appointment shall not be effective unless and until the Agent is duly licensed or otherwise qualified to sell the Company's Contracts under applicable federal, state and local laws. The Agent agrees not to solicit or procure applications for Contracts in any jurisdiction in which the Agent is not so licensed or otherwise qualified or in which the Company is not authorized to offer or sell Contracts. The Agent shall personally witness and transmit to the company through the agency or office to which he or she is attached all applications for the contracts, and shall collect initial payments, countersign (when necessary) and promptly deliver any contracts forwarded to him or her by the Company through the agency or office for that purpose and shall perform such other duties and services for Contract owners and Contract beneficiaries pertaining to the business of the Company as may be required.
- 2. Compensation**

Subject to the provisions of this Agreement and to any other agreement in effect regarding the assignment of commissions, the Agent will be paid commissions each month on all payments which are actually received and accepted by the Company on Contracts issued by the Company in connection with applications submitted under this Agreement. The amount of commissions will be determined in accordance with the Schedule of Commissions in effect when such payments are actually received and accepted by the Company. This Schedule is subject to change by the Company at any time and without notice but no such change shall affect commissions payable with respect to any premiums received prior to the effective date of the change except as provided in the Schedule. Commissions will be paid to the Agent only so long as he or she remains an Agent of the Company and is duly licensed. The Company has the right to offset any indebtedness to it against commissions otherwise due the Agent.
- 3. Rejected Applications**

The Company reserves the right to reject any applications, orders or payments remitted by the Agent and to refund to customers any payments made by them. If the Agent has received commissions on such refunded payments, the Agent agrees to repay such commissions in full immediately. If the Agent does not do so, the Company is authorized to deduct such amounts from commissions due or which may become due to the Agent in the future.
- 4. Prompt Remittance**

The Agent agrees to remit, immediately upon execution, all applications and orders solicited by him or her, together with the full amount of all payments received from customers, without deduction. Checks or money orders for payments shall be drawn to the order of the Company. The Agent has no authority whatsoever to negotiate any financial instruments made payable to the Company or any of its affiliates and subsidiaries and is not authorized to request that any negotiable instruments be made payable to him or her personally or to any entity with which he may be affiliated. The Agent further agrees to comply with all other rules and procedures for the handling of applications or orders which may be established by the Company from time to time.



5. License
The Agent has become, or has applied to become, qualified to sell the contracts under applicable federal, state and local laws and agrees to keep such qualification in effect. The Agent further agrees to comply, if applicable, with rules of all other applicable federal and state laws, rules and regulations applicable to the conduct of the Agent's business as contemplated by this Agreement. The Agent understands that failure to comply with such rules, regulations, acts or statutes may result in disciplinary action against him or her by the Company and by any governmental authorities having jurisdiction. It is the Agent's responsibility to be properly licensed in all states prior to doing business.
6. Proper Use of Advertising and Sales Material
The Agent shall use no advertising or sales material, prospectus, proposal, representation, or other disclosure document either in general or in relation to a particular contract or concept unless furnished or previously approved by the Company or the Market Conduct and Compliance Unit. The Agent shall not prepare or distribute any illustration, chart, graph, circular, statement or document of any sort, misrepresenting the terms, benefits or advantages of any Contract issued by the Company. Furthermore, the Agent shall not make any misleading statement as to the benefits to be received on any Contract issued by the Company, or as to historical or future investment performance relating to such contract, or as to the financial position of the Company. All manuals, guides, books, tapes, programs and other materials developed by the Company which may be delivered to the Agent from time to time and the information contained therein, will remain the sole and exclusive property of the Company and shall be used solely in the solicitation of applications for Contracts covered by this Agreement. These materials may not be reproduced in any way, or disseminated to anyone other than a bona fide customer, without the prior written approval of an authorized officer of the Company. None of the information furnished to the Agent shall be disclosed to the Company's competitors without the prior written consent of the Company. The Agent also agrees to comply with the rules and regulations of the state insurance and security laws.
7. Independent Contractor Status
The relationship of the Agent to the Company is that of an independent contractor and nothing contained herein shall be construed to create an employer and employee relationship between the parties. The Agent, therefore, is responsible for developing his or her own sales prospects and may freely determine, subject to applicable legal, regulatory and Company requirements, when and where he or she shall solicit business contemplated by this Agreement. The agent shall comply with and be bound by the rules of the Company now in force as they hereafter may be amended or supplemented; such rules, however, are not to interfere with such freedom of action of the Agent. The Agent shall not be required to spend any particular portion of his or her working time acting as an Agent for the Company. The Agent shall be free to continue employment with any other person, firm or corporation.
8. Rights of the Company
In addition to other rights set forth herein or implied or necessitated by the terms hereof, the Company specifically reserves the right to: (a) modify or amend any Contract; (b) discontinue or withdraw any Contract from the Agent's jurisdiction or any part thereof (and this may be done without prejudice to continuing such Contract in any other jurisdiction in which the Company is authorized to do business or in any other part of the Agent's jurisdiction); (c) fix maximum and minimum limits on the amounts for which any Contract may be issued; (d) modify or alter the conditions or terms under which any Contract may be sold, or regulate its sales in any way; (e) cease doing business in all or any part of the Agent's jurisdiction; (f) change commissions or other compensation on premiums received in the future upon prior notice to the Agent; and (g) require that the Agent be bonded in an amount which bears a reasonable relationship to the composition and volume of the Agent's business with the Company. The Company's rights as reserved in (a) through (e) may be exercised at any time and without prior notice to the Agent. Nothing contained herein shall prevent or restrict the Company from appointing other agents either within or outside Agent's jurisdiction to solicit applications for Contracts.
9. Expenses
The Company shall not be responsible for the Agent's expenses, including but not limited to bonding, transportation, postage, express delivery, advertising, telephone, telex or facsimile charges and other expenses incidental to the Agent's business.
10. Return of Materials
In the event of termination of this Agreement, all prospectuses, disclosure documents, application forms, sales literature, customer lists, or other materials or supplies furnished to the Agent by the Company shall be promptly returned to the Company.



11. Authority of Agent The Agent shall have no power or authority other than as herein expressly granted and no other or greater powers shall be implied from the grant or denial of powers specifically mentioned herein. The Agent shall have no power or authority to make, alter or discharge any Contract in the name of the Company, or to bind the Company by any promise or statement, or to make, accept or endorse notes, or to incur any liability on behalf of the Company, or to waive a forfeiture or waive, alter or amend the performance, provisions, terms or conditions of any contract or to extend the time for the payment of monies due the Company, or to collect money for the Company except as to the collection of the initial payment on Contracts issued by the Company pursuant to this Agreement. Nothing contained herein shall prevent or restrict the Agent from acting as agent for other insurance companies in any jurisdiction.
12. Contract
Not Assignable Except to the extent permitted under Paragraph 13, the rights and benefits accruing hereunder to the Agent are not assignable.
13. Assignment
of Commissions No assignment of commissions by the Agent shall be permitted except in such cases, if any, as shall be expressly authorized in advance in writing by the Company. Any purported assignment of commissions without the written consent of the Company shall be void.
14. Indemnification The Agent shall indemnify and hold the Company harmless from any loss or expense which results from any act or omission committed by the Agent in the conduct of his or her activities under this Agreement.
15. General Provisions The Agent and the Company agree to fully cooperate with each other in any state or regulatory investigation. The Agent and the Company will promptly inform the other party of any regulatory investigation or proceeding being conducted with respect to their activities.
The non-enforcement or waiver of any provision of this Agreement by a party shall not imply the subsequent waiver of such provision or any simultaneous or subsequent waiver of any other provision hereof.
Any notice under this Agreement shall be given by facsimile or by mail, postage paid, addressed as indicated above or to such other address as a party may later designate in writing.
To the extent this Agreement may be in conflict with any applicable law or regulation, this Agreement shall be construed in a manner not inconsistent with such law or regulation. The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement.
This Agreement supersedes all previous agreements, oral or written, between the parties hereto and no modification hereof shall be valid unless made in writing and signed by all parties. This Agreement shall be governed by the laws of the State of New York.
The Agent agrees to fully cooperate with the Company in the defense of any action filed against the Agent and/or Company by a third party for alleged acts that occur while this Agreement was in effect.
16. Termination This Agreement may be terminated by either party at any time for any reason upon written notice to the other. This Agreement may be terminated immediately for cause if the Agent (a) has wrongfully withheld any funds, property or documents belonging to the Company; (b) has misrepresented any product or service offered by or through the Company; (c) has failed to comply with the terms of this Agreement or the Company's rules and regulations currently in force or later brought to the Agent's attention in any manner; (d) if the Agent commits or admits to a defalcation or (e) if the license of the Agent is revoked, suspended or refused renewal by any federal or state regulatory body or self-regulatory organization. Upon termination for cause, the Agent shall have no further rights or privileges under this Agreement, except as otherwise provided herein. The Agent shall not, at any time, either during or for the eighteen (18) months following termination of this Agreement, induce any contract owner of the Company to relinquish, surrender or lapse any contract issued by the Company without prior written approval of the Company.

Executed in duplicate at New York, New York on or as of the "Effective Date" shown above.

THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.

By

Signature of Authorized Officer

Signature of Agent

Berkshire Life Insurance Company of America

LONG TERM CARE INSURANCE CREDENTIAL REQUEST

This form is required if you are applying to be appointed with Berkshire to sell LTCI that does not require pre-sale training. You must also submit this form if you completed required training through a vendor other than LTCITraining.com.

In order to become appointed to sell Berkshire's Long Term Care Insurance (LTCI) policies, you must be properly licensed and complete any training required by the states in which you will conduct business. All states require you to be licensed for Accident & Health in order to sell LTCI. (North Carolina also requires a separate Medicare Supplement/Long Term Care License.)

If individual contract complete:

Individual Producer Name _____
Last four digits of SS# _____
Producer Code _____

If corporate contract complete:

Corporate Producer Name _____
Last four digits of Tax ID# _____
Producer Code _____

Please check one of the following:

I am applying for initial LTCI appointment with Berkshire. _____

The state(s) indicated are those in which I plan to solicit LTCI business and have completed the required pre-sale training:

I am currently appointed with Berkshire to solicit LTCI business. _____

I wish to add authority in these additional states and have completed the required pre-sale training:

Producer/Sub-Licensee Signature _____

Date _____

Please attach the applicable documentation:

- Certificate of Completion of any applicable state required pre-sale training course
- North Carolina: Medicare Supplement/Long Term Care License
- Massachusetts: Certificate of Completion for the MA Compliance Training Course

After completing this form, submit to your Guardian General Agency Licensing Administrator.

Instructions to the Guardian General Agency –
Submit to: Berkshire Life Insurance Company of America
Contracts & Compensation
700 South Street, Pittsfield, MA 01201
Fax Number: (888) 387-5807
Email: contractsandcompensation@berkshirelife.com



The Guardian Life Insurance Company of America
Agent Contracting & Licensing
81 Highland Avenue, Mail Station A259, Bethlehem, PA 18017

**All the forms listed in Section II are to be retained by the broker,
including a copy of the Instruction page.**



The Guardian Life Insurance Company of America
Agent Contracting & Licensing
81 Highland Avenue, Mail Station A259, Bethlehem, PA 18017

NY CIRCULAR LETTER (NY LICENSEES ONLY)



STATE OF NEW YORK
INSURANCE DEPARTMENT
160 WEST BROADWAY
NEW YORK NEW YORK 10013-3393

SALVATORE R. CURIALE, SUPERINTENDENT OF INSURANCE

Circular Letter No. 8
July 11, 1991

ALL INSURANCE AGENTS AND BROKERS

PLACEMENT OF HEALTH INSURANCE COVERAGE WITH UNLICENSED AND UNAUTHORIZED MULTIPLE EMPLOYER WELFARE ARRANGEMENTS.

Since the release of Circular Letter No. 7 (1978) and Circular Letter No. 7 (1977), the Insurance Department has received additional inquiries as to whether purported "comprehensive health plans" offered by Multiple Employer Welfare Arrangements ("MEWAs") which provide major medical type benefits to employees residing in New York State on a self-funded basis can be sold in this state.

The term "MEWA" is defined in the Employee Retirement Income Security Act, Public Law 93-406, ("ERISA") to mean an employee welfare benefit plan, or any other arrangement (other than an employee welfare benefit plan), which is established or

maintained for the purpose of offering or providing any welfare benefit to the employees of two or more employers *including one or more self-employed individuals), or to their beneficiaries. However, the term "MEWA" does not include any such plan or other arrangement which is established or maintained (i) pursuant to one or more collective bargaining agreements or (ii) by a rural electric cooperative.

It is the position of this Department that the selling of the above major medical type benefits constitutes the doing of an insurance business in this state under the New York Insurance Law, and only a licensed insurer or an organization specifically exempt from such licensing requirement may offer such insurance coverage of benefits in this state.

The Department understands that certain self-funded MEWAs claim that they are exempt from the requirement of licensing and conformance to the New York Insurance Law because of the provisions of ERISA.

Based on a review of the applicable provisions of ERISA, it is the position of this Department that except as discussed below, ERISA exemption does not apply to self-funded MEWAs. Accordingly, all self-funded MEWAs must be licensed to do an insurance business in this state. It should be noted that, upon referral by this Department, the Attorney General commenced an injunctive action against one such program and its sponsors and obtained a Temporary Restraining Order and Decision that the program did in fact conduct an insurance business in violation of the Insurance Law. *Corcoran v. Empire Benefit Plans, Inc.*, N.Y. Sup. Ct., Albany Co., (June 13, 1989).

Any licensee of this Department who solicits, negotiates or effectuates any coverage on behalf of an unlicensed or unauthorized self-funded MEWA would be subject to disciplinary action for having violated Sections 2110, 2117 and 2112 and other applicable provisions of the Insurance Law, and to the penalties provided therein which include suspension or revocation of all insurance licenses held and/or the imposition of monetary penalties.

Any other person who acts on behalf of an unlicensed or unauthorized self-funded MEWA in this state would be subject to monetary penalties for having violated Sections 1102, 2117, and 2122 of the Insurance Law.



The Guardian Life Insurance Company of America
Agent Contracting & Licensing
81 Highland Avenue, Mail Station A259, Bethlehem, PA 18017

The Department recognized that certain self-funded multiple employer programs which are established or maintained (i) pursuant to one or more collective bargaining agreements, (ii) by rural electric cooperatives, or (iii) by trades or businesses under common control may be exempt from the requirements of obtaining a license and other provisions of the Insurance Law by virtue of ERISA preemption.

However, we believe that our licensees should exercise caution when they are approached to provide services on behalf of any self-funded multiple employer program. Licensees should be suspicious when the coverage is offered to unaffiliated or unrelated parties and provides for profit-making opportunities. We note that the exemption from insurance regulation under ERISA is not intended to apply to insurance programs masquerading as employee benefit plans. If an insurance agent or broker is approached to provide services on behalf of a self-funded multiple employer program and is unsure as to whether the program is exempt from the requirement of licensing, such licensee may submit all relevant documents to the Department for review. Placement of such coverage pending Insurance Department review may expose licensees to the liabilities of the type herein above mentioned.

Licensees of this Department who provide services to self-funded ERISA exempt plans are hereby cautioned not to misrepresent the nature of their services as being within the scope of their insurance licenses. The public relies upon Department licensees, acting in their professional capacity, to evaluate their insurance needs and to secure appropriate insurance coverage. It is the position of this Department that licensees are responsible for making full and complete disclosure in writing when they are not acting within the scope of their license. In addition, licensees should disclose in writing that the self-funded ERISA exempt plan does not operate under the supervision or jurisdiction of the New York State Insurance Department and that the insurance type benefits are not provided or guaranteed by a licensed insurer and are not subject to the minimum standards or mandated benefits provisions of the Insurance Law. Licensees should retain signed and dated copies of such written disclosure for a period of not less than five years.

As a final matter, agents and brokers should consider their potential liability under the fiduciary responsibility provisions in ERISA before agreeing to provide services on behalf of self-funded multiple employer programs. Agents and broker may be held personally liable for the payment of benefits or for other losses incurred resulting from the failure to discharge their duties solely in the interest of and for the exclusive benefit of plan participants and their beneficiaries or from similar failures by co-fiduciaries and, in addition may be liable for other penalties for activities or transactions which are prohibited. Furthermore, a licensee's involvement with a fraudulent or financially unsound arrangement, including programs which charge excessive fees, may reflect negatively on the competence and trustworthiness of such licensee.

Receipt of this letter must be acknowledged in writing to Mr. John Mansfield, Supervising Insurance Examiner, New York State Insurance Department, 160 West Broadway, New York New York 10013

Very truly yours,

SALVATORE R. CURIALE, SUPERINTENDENT OF INSURANCE



The Guardian Life Insurance Company of America
Agent Contracting & Licensing
81 Highland Avenue, Mail Station A259, Bethlehem, PA 18017

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days. In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.



TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management Mail Stop 6-6 Washington, DC 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, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street, Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051



GUARDIAN ANTI-MONEY LAUNDERING TRAINING REQUIREMENT

If you have already completed BOTH the Anti-Money Laundering Training “Base Course” AND ACKNOWLEDGED The Guardian Life Insurance “Company Page” course through LIMRA, please disregard this notice.

A LIMRA ACCOUNT IS NOT CREATED UNTIL A PRODUCER CONTRACTING KIT IS SUBMITTED TO AC&L AND A PRODUCER WRITING CODE IS ASSIGNED. PLEASE WAIT THREE (3) BUSINESS DAYS AFTER RECEIPT OF YOUR PRODUCER WRITING CODE TO LOG INTO LIMRA, EVEN IF YOU HAVE AN EXISTING LIMRA ACCOUNT.

As you are aware, the US Treasury Department has mandated regulations that extend Anti-Money Laundering (AML) compliance to insurance companies. As a result, all licensed insurance agents who will be selling a “covered product” with Guardian will have to complete an industry approved AML training course.

Guardian has selected LIMRA International (LIMRA) to provide this computer based AML training course. Since LIMRA is the AML training resource for many other insurance companies.

Please keep in mind, that in order for Guardian to receive your completion notification from LIMRA, you must have completed the Base Course AND also “clicked” and reviewed the Guardian Company Page that is ALSO located on your LIMRA Welcome Page after you log-in. If Guardian was not listed on your Welcome Page, or if you are unsure whether you “clicked” and acknowledged Guardian so that a completion notification would be sent to Guardian from LIMRA, please contact Samuel Mann at (212)919-3065 or by e-mail Samuel_Mann@glic.com.

- Log onto the course at the following website address: <https://aml.limra.com>
- YOUR USERNAME is the first four (4) characters* of your last name (lowercase) combined with the last six (6) digits of your social security number. If this is your first time logging on to the site YOUR PASSWORD IS YOUR LAST NAME (lowercase). If you have previously accessed the course, please use the password you created at that time.
- Please note that you will not receive a paper certificate of your completion of the training, instead we will receive a report from LIMRA informing us of your status.

An important point to remember is that Guardian will ONLY receive a completion notification from LIMRA when the individual has completed BOTH the Base Course AND the Guardian Company Page on YOUR LIMRA Welcome Page.

Guardian would like to personally thank you for your business and we look forward to working with you for many years to come. Should you require any additional information or clarification please use the contact information listed above.

* If your last name has fewer than four (4) characters, input your last name and the last six (6) digits of your social security number. An apostrophe is considered a character for sign-on purposes, e.g. if your name is O'Donnell you would enter o'do as the first four characters of your last name.

Berkshire Life Insurance Company of America

Long Term Care Insurance Licensing, Appointment & Training

A Guide for Guardian Brokers



GUIDE FOR GUARDIAN BROKERS

Long Term Care Insurance Licensing, Appointment & Training

In order to become appointed to sell Berkshire's Long Term Care Insurance (LTCI) policies you must satisfy any applicable state-specific licensing and training requirements. As these requirements vary widely, it is important that you read this entire guide carefully. We cannot accept applications from any producer who is not in compliance with the appropriate state education requirements.

In all states, you must be licensed for Accident & Health in order to sell LTCI; North Carolina also requires a separate Medicare Supplement/Long Term Care License.

Pre-Sale Education Requirements

It is your responsibility to comply with the educational requirements for all states in which you plan to solicit LTCI business. The LTCI State Education Requirements chart (Form AA1726) will provide details of each state's requirements, for residents and nonresidents, as well as compliance deadlines and state reciprocity provisions. Please review this chart carefully before proceeding, so that you are fully aware of the requirements that apply to you.

Note: *Although your state of residence may not have a training requirement, another state in which you hold a nonresident license may have such a requirement. This being the case, it is important for you to pay special attention to the Non – Resident column in the chart. Many states offer training “reciprocity”, to avoid the necessity of your having to complete the training more than once. However, there are exceptions, and these are noted in the chart.*

Please keep in mind that you must be licensed and appointed to sell LTCI both in the state in which the application is signed, as well as the client's state of residence.

If you have reviewed the chart and determined that the states in which you plan to conduct business do not have a pre-sale requirement, complete and email the LTCI Credential Request Form (AA1859) to your local Guardian Agency. They will forward it to Contracts and Compensation in Lotus Notes or contractsandcompensation@berkshirelife.com

Many states have adopted the 2006 NAIC Model Act, which addresses training on LTCI partnership policies. A small number of states are in the process of reviewing the Model Act. Therefore, our LTCI State Education Requirements chart is subject to change.

A few states have for some years had their own pre-sale training requirements outside of the 2006 NAIC Model Act. These are noted on our chart, along with links to those states' insurance department web sites that identify approved course vendors.

Pre-Sale LTCI Partnership Training

For your convenience we have contracted with industry leader Phyllis Shelton and the new company she co-founded, LTCiTraining.com, to provide online training that satisfies the above requirements for most states. We are pleased to offer you the opportunity to access the course at a substantial discount (\$48 vs. the regular price of \$79). You are responsible for the applicable state continuing education fees). The course consists of seven lessons, with chapters within each lesson and a short quiz at the end of each chapter. There is also a multi-media recap at the end of each lesson to help you remember the key points, as well as an agent resources link, which gives you access to a variety of very useful information about long term care insurance. See the instructions below to access the online course.

In addition, we have also made arrangements for classroom training in certain states. Ask your agency's LTCI Specialist for details.

Course Enrollment Instructions:

1. In your web browser, go to: <https://www.ltcitraining.com/guardian>. This is a special registration page for Guardian brokers. You can also get to the page through www.berkshirelifetools.com (at the LTCI landing page, open the Licensing/Appointment folder, then click on the Online State Partnership Training Course link).



2. From the drop down menu, click on your resident state and the state for which you wish to take the course. Then type in your Guardian Producer Number and click “continue”. On the next screen, the choices that you selected will be repeated and a default. Guardian discount code appears. Click “continue” to select available courses to purchase. If you want to receive CE credits for taking the course (for your resident state), check the CE box. In most states CE is optional. CFP credit is also available for an additional fee.
3. Complete the required information that appears on the screen. Include your National Producer Number. (If you don’t know your National Producer Number, click on the indicated link to look it up). Select next.
4. Complete the remaining registration information. Additional screens will require credit card information.
5. Once registered, you may start the course at any time. If you choose to start right away, you can just follow the instructions on your screen. If you want to start at a later date, when you’re ready, go to: www.LTCiTraining.com and enter the user name and password you selected when you registered.
6. You do not have to complete the course in one sitting. Once you complete a lesson, a check mark will appear next to the completed lesson. The next time you enter the course, you can activate a button which will take you back to the exact page where you left off.
7. In order to access the final exam, you must click on every page of the course in all seven lessons. If you fail the exam (<70%), you must wait 24 hours before trying again (state regulations). There is no additional charge to re-take the exam.
8. If you need tech support, you may send an email to info@lctitraining.com. If you need immediate assistance during normal working hours (8:00 – 5:00 Central Time), call 866-400-5224.

Next Step

Once you have passed the final exam, print your Certificate of Completion and keep it in a safe place for future proof of completion. If you are applying to be appointed with Berkshire to sell LTCI for the first time, or you are requesting appointment for an additional state, complete and email the LTCI Credential Request Form (AAI859) to your local Guardian Agency. They will forward it to Contracts and Compensation in Lotus Notes or contractsandcompensation@berkshirelife.com.

Note: *If you are an existing credentialed LTCI producer with Berkshire, and are taking the LTCiTraining.com course only to satisfy a new state partnership training requirement, you are not required to submit either the Certificate of Completion or the LTCI Credential Request Form. The Company will be notified on a regular basis by the vendor of successful course completions.*

LTCI Refresher Training

States that have adopted the 2006 NAIC Model Act also require producers to complete a four-hour LTCI refresher training course in every 24-month period following completion of the eight-hour, pre-sale training. States may vary in this requirement in both the hours required and the timeframe in which training must be completed. It is, therefore, important that you check the State Education Requirements chart; it outlines refresher as well as pre-sale training requirements for each state. The refresher training qualifies for Continuing Education credits as well.

You can complete the refresher training through our online vendor, LTCiTraining.com. If you completed their pre-sale training course, go to their web site (www.LTCiTraining.com), and enter your user name and password from your previous registration. If you have forgotten your password, there is a button to click to have them send it to you. Once logged in, click on the Account button at the top of the screen, then Click Here to Enroll in Refresher Training.

If you did not complete the pre-sale training course with LTCiTraining.com, go to their website (www.LTCiTraining.com), click Enroll and enter the discount code “Guardian”.

In either case, you are responsible for the refresher course fee (\$40) and any state CE reporting fees. These are paid by credit card when you enroll. By taking the course with our vendor you have automatic reporting of completion to Guardian’s Agent Contract and Licensing department.



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If you complete the training through another vendor, you are responsible for reporting to Guardian in order to keep your LTCl credentials active. Submit proof of completion to your Guardian agency; they will forward it to Contracting and Compensation in Lotus Notes (or contractsandcompensation@berkshirelife.com).

Classroom refresher training may also be available for your state. Ask your agency's LTCl specialist for details.

State Appointment Requirements

As a reminder, some states require that you be appointed with Berkshire prior to solicitation of a LTCl application. These states are: Florida, Georgia, New Mexico, Utah, Indiana, and Pennsylvania. This means that we will not be able to process applications taken in these states by a producer not yet appointed with Berkshire. The application will be returned to the agency. If you plan to write LTCl business in any of the states listed above, submitting a copy of your state license to your Guardian agency will prompt the appointment process. Taking this step prior to solicitation will avoid return of the business and the need for a new application.

Questions?

For questions regarding LTCl licensing requirements contact your agency's LTCl Specialist. You may also direct questions to Kim Talora (413-395-4698) or Carol Spiewak (413-395-4542).

If you require technical support for the online training course, you may send an email to info@lctctraining.com or call 866-400-5224.