

## **John Hancock Long Term Care Contracting Instructions**

Some of these forms will be used for some situations and not for others. Please follow the instructions below that pertain to your situation, and remember, "required" means that the forms must be submitted for your contract to be processed.

**Individual Contract** – a contract in which commissions get paid directly to an agent.

- Fill out "John Hancock LTC Appointment Data Sheet" (LTC-1005 12/2009) (Required)
- Fill out and sign Page 15 of the Broker's Responsibilities (Required)
- Review and sign the Agent's Declaration and Background Authorization Form (08/04)(Required)
- Send in a copy of individual license – for all states submitting business (Required)

**Corporate Contract**- a contract in which all commissions get paid to the company and the company distributes commissions within.

- Fill out "John Hancock LTC Appointment Data Sheet" (LTC-1005 12/2009) (Required)
- Fill out and sign Page 15 of the Broker's Responsibilities (Required)
- Review and sign the Agent's Declaration and Background Authorization Form (08/04)(Required)
- Complete and sign the "Assignment of Commissions Form" (12/2009) (Required)
- Send in a copy of individual & corporate license – for all states submitting business (Required)

**Licensed Only Contract** – a contract in which the corporation receives all the commissions and credits from every sale. The agent will not be paid by the home office.

- Please call for instructions on how to complete forms

*Please forward all necessary forms to:*

**THE RECRUITING ENTITY WHO SUPPLIED  
YOU WITH THESE DOCUMENTS**

# Appointment Data Sheet



Licensee Last Name		First Name		Middle Initial
Social Security Number		Date of Birth	License State(s) (needing JH)	
Business Address (policies and correspondence mailed here)		City	State	Zip
Resident Address		City	State	Zip
Phone Number (required)	Fax Number (required)		E-Mail Address	
<input type="checkbox"/> Not Paid Direct <input type="checkbox"/> Paid Direct		<i>(contract and commission schedule must accompany this data sheet)</i>		Commission Level:
General Agency Name		Principal Agent's Name		Agency Tax ID
Managing General Agency Name		Managing General Agent's Name		
<p>A. Agents who will be paid commission from the General Agent need only complete this sheet.</p> <p>B. Agents who will be paid directly by John Hancock:</p> <ol style="list-style-type: none"> <li>1. Complete this LTC Appointment Data sheet. Commission level must be indicated on this Sheet.</li> <li>2. Read, date, and sign the Contract.</li> <li>3. If commission is to be paid to someone other than yourself or to a corporation, complete Assignment of Commission form and attach it to the LTC Appointment Data Sheet.</li> </ol>				
<p><b>Please attach the following:</b></p> <ol style="list-style-type: none"> <li>1. A current insurance license copy for each state in which you wish to sell.</li> <li>2. This completed appointment form.</li> <li>3. Copies of completion of any additional requirements to sell LTCI as may be required by the states including Continuing Education, Producer Training or Partnership Training certifications.</li> <li>4. Attach commission schedule if paid by John Hancock.</li> <li>5. Attach assignment of commission form and licenses if assigning commissions.</li> <li>6. All commission forms and licenses if assigning commissions.</li> <li>7. All commission levels must be approved by the General Agent &amp; Managing General Agent.</li> </ol>		<p><b>Please send all materials to:</b></p> <p><b>(Overnight Address)</b>  <b>John Hancock</b>                  LTC Licensing, B-5                  200 Berkeley Street                  Boston, MA 02117</p> <p><b>(Postal Address)</b>  <b>John Hancock</b>                  Attn: LTC Licensing, B-5                  One John Hancock Way, Suite 1600                  Boston, MA 02117</p>		
<b>HOME OFFICE USE ONLY: PAYROLL NUMBER/EFFECTIVE DATE</b>				

## Broker Contract

John Hancock Life Insurance Company (U.S.A)  
John Hancock Life & Health Insurance Company

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Name of Broker

*IN WITNESS WHEREOF*, Broker and John Hancock, have caused this contract to be executed and effective as of the dates indicated below.

**Broker agrees that this Agreement will take effect as indicated by John Hancock below.**

Executed by Broker

\_\_\_\_\_  
(Broker Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Executed on Behalf of  
John Hancock Life Insurance Company (U.S.A.)  
John Hancock Life & Health Insurance Company**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

This Agreement shall take effect as of \_\_\_\_\_.



### **Agent's Declaration and Background Authorization**

1. I have attached certain contracts and appointment paperwork and request that M&O Marketing, Inc. process these documents so that I may be appointed as an agent or general agent directly by one or more insurance carriers. I hereby certify that my answers on the attached documents are true and complete.
2. It is also understood that I, not M & O Marketing, Inc., will be responsible for any and all commission charge-backs. If litigation is necessary to collect any debit balances, reasonable attorney fees and collection costs plus interest at the highest rate allowable by state law will also be awarded to the prevailing party.
3. I fully understand I am not authorized to represent myself (or my agency) as an employee or representative of M & O Marketing, Inc., nor do I hold M & O Marketing, Inc., responsible for any of my actions or the actions of any employee or agent of my agency or any agent in my hierarchy.
4. I am fully aware and understand that as a licensed insurance agent it is my responsibility to completely understand the products and companies I represent and to properly solicit these products to consumers in accordance with insurance solicitation laws, advertising laws, and consumer protection laws and any other laws, rules, regulations and statutes within the state(s) where I hold a resident and /or non-resident license (collectively "Applicable Laws"). I endorse ethical market conduct as embodied in the Insurance Marketplace Standards Association (IMSA) statement principles and I agree to comply with the Ethical Canons and Rules of Conduct attached hereto of Exhibit A, as may be updated from time to time.
5. I am fully aware and understand that any form of advertising, be it to agents or to the public, regardless of the medium (e.g. Print, radio, internet, etc.), must be sent to the relevant (advertised) insurance carrier home office for review and compliance approval. I understand no ad may be run without written approval from the carrier. I further understand and acknowledge each of the following: (1) Failure to follow this rule can result in loss of my appointment, fines, and/or loss of my insurance license; (2) Ad approval is a contractual requirement, as well as a legal requirement.
6. I authorize any individual or company to give M & O Marketing, Inc., or its authorized representative, any and all information with reference to the character, credit, debts owed insurance companies, business reputation, employment history, including information whether or not among their records, about myself, any and all employees and agents of my agency and/or any agent under me in my hierarchy. I release said individual and/or company from any liability whatsoever which results, or might result, from the disclosure of such information. M & O Marketing, Inc. is hereby released from any liability whatsoever which results, or might result, from the disclosure of such information.
7. I authorize M & O Marketing, Inc. to perform routine Credit and/or Background Checks as deemed appropriate, on myself and on any and all employees and/or agents who may be working with or for me and/or the agency and any agent under me in my hierarchy. If requested by M & O Marketing, Inc., I will provide to M & O Marketing, Inc. a separate authorization from each of such persons to undertake such Credit and Background Checks. M & O Marketing, Inc. is hereby released from any liability whatsoever which results, or might result, from the disclosure of such information.

**MUST BE SIGNED BY AGENT**

Social Security #:
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8. If I own an agency, I also represent and warrant that all of my employees and agents shall comply with the provisions of this Declaration. If requested, I will provide a signed Declaration from each agent or employee of my agency. In any event, I hereby agree to indemnify, hold harmless, upon request, defend, M & O Marketing, Inc. from and against any and all claims, causes of action, demands, lawsuits, liabilities, costs and expenses, including, without limitation, court costs and reasonable attorney fees resulting from or arising out of, directly or indirectly: (i) any violation or breach by me or by any employee or agent of my agency or any agent in my hierarchy of any term, provision, agreement, covenant, representation or warranty of this Declaration or any other agreement between Agent and M & O Marketing, Inc., (ii) any negligence, gross negligence, malpractice, fraud or intentional misconduct by me or by any employee or agent of my agency or by any agent in my hierarchy, and/or (iii) any act or omission by me or by any employee or agent of my agency or by any agent in my hierarchy in violation of any Applicable Law.

As used in this Declaration, the term "my hierarchy" shall refer to all agents contracted under me under my contract with the applicable insurance carrier.

This Section shall survive termination of my appointment, my agency's appointment, the appointment of any employee or agent of my agency and/or the appointment of any agent in my hierarchy by the applicable insurance carrier for whom M & O Marketing, Inc. acts as a field marketing organization and/or general agent.

9. A photocopy or fax of this Declaration and Authorization shall be effective as the original for all purposes under this Declaration, including, without limitation, Section 6 and 7 of this Declaration. You have my express permission to communicate with me by any means, including but not limited to fax, email and telephone.

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Agent Signature: \_\_\_\_\_



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

**MUST BE SIGNED BY AGENT**

**John Hancock Life Insurance Company (U.S.A)**  
**John Hancock Life & Health Insurance Company**  
Attn: LTC Licensing  
One John Hancock Way, Suite 1600  
Boston, MA 02217-1600



## Assignment of Commissions Form

### Assignor Information:

\_\_\_\_\_  
Name

### Assignee Information:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
REQUESTED EFFECTIVE DATE

Assignor assigns to Assignee all rights, title and interest to the Assignor's rightful commission on all policies due or to become due, from John Hancock Life Insurance Company (U.S.A.) and by John Hancock Life & Health Insurance Company, its subsidiaries, affiliates, or successors (hereinafter called "Company") under the Assignor's Broker Agreement with Company dated \_\_\_\_\_. However, such commission shall be subject to all of the terms and provisions of said contract including the right of the Company to withhold and use such commission to offset any indebtedness of the Assignor or Assignee to the Company and including any related agreements between Assignor and Assignee.

Assignor directs the Company to pay these commissions to the Assignee, and releases and indemnifies the Company from and against any and all liability to the Assignor, the Assignee or any third party for payment of these commissions in accordance with this agreement.

This assignment will become effective on the date it is accepted and approved by the Company, or, if later, the Requested Effective date indicated above.

Assignor warrants and represents that no other assignment, lien, restriction or order exists in connection with the commission described above.

\_\_\_\_\_  
Assignor Signature

\_\_\_\_\_  
Date

### Consent to Assignment

The Company consents to the above assignment of commission subject to the terms, provision and conditions stated or referred to herein, but assumes no responsibility or obligation as to the validity or sufficiency thereof.

\_\_\_\_\_  
Signature (Home Office)

\_\_\_\_\_  
Date

Long-term care insurance is underwritten by John Hancock Life Insurance Company (U.S.A), Boston, MA 02117 (not licensed in New York) and in New York by John Hancock Life & Health Insurance Company, Boston, MA 02117.  
JH-LTC 1544 12/2009