

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 Appointment Data Sheet (LTC-1005 3/2011) (Required)
- Fill out Producer Background Information Questionnaire (Required)
- Fill out DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION (Required)
- Fill out and sign Broker Contract (Required)
- Fill out EFT form and supply void check (Optional)
- Review and sign the Agent's Declaration and Background Authorization Form (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 Appointment Data Sheet (LTC-1005 3/2011) (Required)
- Fill out Producer Background Information Questionnaire (Required)
- Fill out DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION (Required)
- Fill out and sign Broker Contract (Required)
- Fill out EFT form and supply void check (Optional)
- Review and sign the Agent's Declaration and Background Authorization Form (Required)
- Complete and sign the Assignment of Commissions Form (12/2010) (Required)
- Send in a copy of individual & corporate license – for all states submitting business (Required)

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 Appointment
Business Address (policies & 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 Commission Level:		
(Contact and Commission schedule must accompany this data sheet)		
General Agency Name	Principal Agent's Name	Agency Tax ID
Managing General Agency Name	Managing General Agent's Name	

- A. Agents who will be paid commission from the General Agent need only complete this sheet.
- B. Agents who will be paid directly by John Hancock:
1. Complete this LTC Appointment Date Sheet. Commission level must be indicated on this sheet.
 2. Read, date, and sign the Contract.
 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 Date Sheet.

<p>Please attach the following:</p> <ol style="list-style-type: none"> 1. A current insurance license copy for each state in which you wish to sell. 2. This completed appointment form. 3. Copies of completion of any additional requirements to sell LTCI as may be required in the states including continuing Education, Producer Training or Partnership Training certifications. 4. Copy of Errors and Omissions certificate of insurance or declarations page including Limits of Liability, Policy Number, Insurer, Policy Expiration Date, Products/Services Covered. 5. Attached Producer Background Information Questionnaire. 6. Attached commission schedule if paid by John Hancock. 7. Attached assignment of commission form and licenses if assigning commissions. 8. All commission forms and licenses if assigning commissions. 9. All commission levels must be approved by the General Agent & Managing General Agent. 	<p style="text-align: center;">Please send all materials to:</p> <p style="text-align: center;">(Overnight Address) John Hancock LTC Licensing, B-5 200 Berkeley Street Boston, MA 02117</p> <p style="text-align: center;">(Postal Address) John Hancock Attn: LTC Licensing, B-5 One John Hancock Way, Suite 1600 Boston, MA 02117</p>
HOME OFFICE USE ONLY: PAYROLL NUMBER/EFFECTIVE 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.
 LTC-1005 3/2011

Producer Background Information Questionnaire

The following questions are to assist John Hancock* ("the Company") in selecting reputable, trustworthy representatives to sell and promote its Long-Term Care Insurance products. The Company will use the information in making an informed decision regarding the appropriateness of an appointment.


Please answer all questions. If you answer "yes" to any of these questions, please attach a separate sheet with details. A "yes" answer will not automatically cause your request for appointment to be denied, but the Company will need you to provide a sufficient explanation.

	Yes	No
1. Are you currently charged with, or have you ever pled guilty or no contest to, or been convicted of, any crime (excluding minor traffic offences)?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you currently or have you ever been the subject of any lawsuit, claim, investigation, or proceeding alleging breach of trust or fiduciary duty, fraud, or any other act of dishonesty?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever had your insurance license or registration suspended or revoked, are you now or have you ever been the subject of a professional license/registration or market conduct investigation, claim, or proceeding?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you ever been involuntarily terminated or permitted to resign from employment, or from an agent or representative appointment, with any insurance or other financial services company, other than for lack of production?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has a bonding, surety or E&O provider ever denied an application or claim, made payment for you, or terminated your coverage?	<input type="checkbox"/>	<input type="checkbox"/>
6. Are you delinquent in any personal or business financial obligations, or does any insurance or financial services company hold a claim against you for commission debit balances?	<input type="checkbox"/>	<input type="checkbox"/>
7. Are there any outstanding judgments, liens, or claims against you, including delinquent tax obligations, or have you or any business in which you were or are an owner, partner, officer, or director, ever filed for bankruptcy? Bankruptcy discharge date: _____	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you ever conducted business under another name?	<input type="checkbox"/>	<input type="checkbox"/>
9. At any time in the past 10 years, have you or any business in which you were an owner, partner, officer, or director, been involved in any regulatory, civil, or criminal matters not disclosed above?	<input type="checkbox"/>	<input type="checkbox"/>

Declaration and Acknowledgment:

I hereby certify that the responses I have provided to the questions above are accurate and complete, and acknowledge that my request for appointment may be terminated based on any false, omitted or fraudulent information.

Producer Name (please print): _____

Producer Signature: _____ 

Date: _____

John Hancock refers to the John Hancock Life Insurance Company (U.S.A.), Boston, MA 02117 (not licensed in New York), and to John Hancock Life & Health Insurance Company, Boston, MA 02117

DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION


In connection with determining my suitability for appointment with John Hancock Life Insurance Company (U.S.A.) and/or John Hancock Life & Health Insurance Company ("Company"), I authorize John Hancock to request a consumer and/or investigative consumer report on me for permitted purposes from **Business Information Group (BIG)**. Such reports may include, but are not limited to, information as to my character, general reputation, personal characteristics, and mode of living; discerned through employment and education verifications; personal references and interviews; my personal credit history based on reports from any credit bureau; my driving history, including any traffic citations; workers' compensation records after a conditional job offer has been extended and to the extent permitted by law; a social security number trace; present and former addresses; criminal and civil history/records; and any other public record.

By signing below, I authorize any person, business entity or governmental agency that may have information relevant to the above to disclose the same to Company and BIG, including, but not limited to, any and all courts, public agencies, law enforcement agencies and credit bureaus. I authorize Company to share such information only with parties in interest who have a "need to know" such information to protect them and their employees. BIG does not sell or otherwise provide any of the information found in its background investigations to any party other than the Company.

I understand that I am entitled to a complete and accurate disclosure of the nature and scope of any consumer report of which I am the subject upon my written request to BIG. I also understand that I may receive a written summary of my rights under 15 U.S.C. § 1681 et. seq. I agree that this authorization shall remain valid for the duration of my appointment with Company. I certify that the information contained on this Authorization form is true and correct and that my appointment may be terminated based on any false, omitted or fraudulent information.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

Name (please print): _____

Signature: _____ 

Date: _____

**INFORMATION FOR PROCESSING OF BACKGROUND SCREEN REPORTS ONLY
(to be used for no other purposes)**

Last Name: _____ First Name: _____ Middle: _____

Other Names Used _____ Years Used _____

Company Name: _____

Current Address: _____
Street /P. O. Box City State Zip Code County Dates

Former Address: _____
Street /P. O. Box City State Zip Code County Dates

Social Security Number: _____ Daytime Phone Number: _____

Tax ID: _____

E-mail Address: _____ Driver's License Number: _____ State of Issuance: _____

Date of Birth: _____

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.

Broker Contract

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

Name of Broker

This Agreement is entered into by and between John Hancock Life Insurance Company (U.S.A) and John Hancock Life & Health Insurance Company (hereinafter referred to as "John Hancock" or "Hancock") and

Broker Name)
(hereinafter referred to as "Broker")

(Social Security Number)

WHEREAS, John Hancock wishes to increase the scope of its marketing system for its long-term care insurance products; and

WHEREAS, Broker wishes to market these products; and

WHEREAS, the parties intend to treat each other in a fair and equitable manner and develop a mutually beneficial relationship, the parties now agree as follows:

I. RESPONSIBILITIES OF THE BROKER

- A. **General.** Broker agrees to procure applications for long-term care insurance products made available through John Hancock, but only in those states in which the Broker is in compliance with all applicable regulatory licensing and training requirements at the time of solicitation. John Hancock retains sole discretion to determine in which states the John Hancock insurance products may legally be sold. The policies and certificates issued as a result of applications procured by Broker while this contract is in force shall be referred to as "policies."
- B. **Premiums.** Broker will treat money received or collected for John Hancock as property held in trust, and will promptly remit such money to John Hancock's Home Office, in accordance with the procedures established by John Hancock and without deducting or retaining any commission without express written consent of John Hancock. Broker is authorized to collect only the initial payment for any policy issued upon applications solicited by Broker.
- C. **Delivery of Applications and Policies.** Broker will deliver to John Hancock all applications procured hereunder without undue delay. Broker will also ensure proper delivery and servicing by Broker of the policies according to applicable laws, regulations and John Hancock policies.
- D. **Compliance.** Broker will comply with the underwriting and issue requirements of John Hancock and the applicable federal and state insurance laws, regulations, and requirements. Such laws, regulations and requirements include, but are not limited to, those pertaining to client funds, privacy and confidentiality, licensing, rebating, replacements, solicitation and advertising.

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 _____.



LONG-TERM CARE
INSURANCE

Authorization for Direct Deposit for Commission Payment

Return completed form to:

John Hancock LTC Commissions
200 Berkeley Street, B-5-1
Boston, MA 02117
Fax: 617-421-4126
Email: MGACommissions@jhancock.com

PLEASE SELECT ONE

- Set-up new Change existing Cancel

FORM INSTRUCTIONS

1. All fields are required for processing.
2. Attach a copy of a voided check if you are using a checking account.
3. One form is required for each Social Security Number (SSN) or Tax Identification Number (TIN).
All agent numbers associated with the SSN/TIN will be paid to the selected account via direct deposit.
4. The funds can only be deposited to one account.

PAYEE (Party for whom direct deposit is being requested)

Payee Name _____ Payee SSN/TIN _____

CONTACT INFORMATION (This party will be contacted with any questions)

Name (if different from above) _____

Address _____

Phone Number _____ Email Address _____

BANK INFORMATION

Name on Bank Account (Account Holder) _____ Bank Telephone Number _____

Bank Name & Address _____

Bank Transit/Routing Number _____ Checking Account Number _____
(Attach a copy of a voided check)

I/We, the undersigned, hereby authorize John Hancock to initiate:

1. To deposit the payment of any commissions/bonuses to my account at the financial institution named above.
2. Make any necessary debit entries and adjustments to correct entries made in error.

If the agent is also a policyholder, we may pay claims/refunds using the same account as we do for commission payments.

This authorization is to remain in full force and in effect until John Hancock has received advance notification in writing from me/us of its termination or a new signed authorization form.

I/We understand that such notification and new authorization must be provided and received by John Hancock in such time and such manner as to afford John Hancock a reasonable opportunity to act on them.

I/We understand that John Hancock assumes no cost of any nature which may be charged to, or incurred by, the payee's checking account.

I/We understand that failure to notify John Hancock of an account change may cause my automatic deposit to be delayed or returned unprocessed by my financial institution.

If you change your financial institution and/or account number, you must fill out a new Direct Deposit Authorization Form.

I/We accept all of the above conditions, which I/we have read and fully understand.

Signature of Account Holder  Signature of Joint Account Holder  _____
Date

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LTC-1082 7/10
Rev. 5/11



Agent's Declaration and Background Authorization

1. I have attached certain contracts and appointment paperwork and request that M&O LTC, Inc., a Michigan corporation ("M&O") 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, 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, nor do I hold M&O, responsible for any of my actions or the actions of any employee or agent of my agency or any agent in my hierarchy.

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.

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: (i) Failure to follow this rule can result in loss of my appointment, fines, and/or loss of my insurance license; and (ii) Ad approval is a contractual requirement, as well as a legal requirement.
6. I authorize any individual or company to give M&O, 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 is hereby released from any liability whatsoever which results, or might result, from the disclosure of such information.
7. I authorize M&O to perform Credit and/or Background Checks as deemed appropriate on myself. Within five (5) days of the date of this Declaration, I shall provide M&O with a separate Agent Declaration and Background Authorization signed by each employee and/or agent working with me or for me and/or with or for any agency under me in my hierarchy. M&O 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 #



Agent's Declaration and Background Authorization

8. I am fully aware and understand that from time to time I may be provided with or become privy to Protected Health Information (“PHI”), which is any information that may include, but is not limited to, health information, including demographic information collected from an individual, and is created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present or future payment for the provision of health care to an individual; and that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. I agree that I will not use such PHI in any manner that is inconsistent with 45 CFR 142,160 and 164 (“HHS Privacy Regulations”). Further, I have reviewed the HHS Privacy Regulations and have all taken measures necessary to comply with the same.
9. I understand that I have an affirmative obligation to disclose any Adverse Action (as defined below) taken against me or anyone in my hierarchy (as defined below) within five (5) days of such Adverse Action, regardless if it is related to my relationship with M&O; and that M&O may further report such Adverse Action as may be required by a carrier.

As used in this Declaration, the term “Adverse Action” shall include, but not be limited to: (i) the denial, suspension or revocation of any insurance, securities or other fiduciary license, (ii) the filing of a complaint, regulatory inquiry/investigation, arbitration or suit by an insurance department, FINRA, state securities office, attorney general or any other regulatory agency, (iii) the filing of any lawsuit or claim against me, my surety company or E&O insurer arising out of my sales or practices, (iv) my involvement in any litigation or the filing of an unsatisfied lien or judgments, including tax liens, against me, (v) an event in which I have been charged with or pled guilty to, *nolo contendere* to or have been found guilty of any felony or misdemeanor or are currently under indictment, (vi) the claim of any commission charge back or other indebtedness as a result of an insurance transaction, (vii) a discharge from employment or agent contract termination for reasons other than low production, or (viii) the filing of bankruptcy.

10. 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 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, (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.

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 acts as a field marketing organization and/or general agent.

MUST BE SIGNED BY AGENT

Social Security #



Agent's Declaration and Background Authorization

11. 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.

12. For Maine Applicants Only

I acknowledge and agree that, upon request, I 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. I may request and receive from M&O, within five (5) business days of M&O's receipt of my 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 me. I also have the right, under Maine law, to request and promptly receive from all such agencies copies of any reports.

13. For New York Applicants Only

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

14. For Washington Applicants Only:

I acknowledge and agree that if M&O requests an investigative consumer report, I have the right, upon written request made within a reasonable period of time, to receive from M&O a complete and accurate disclosure of the nature and scope of the investigation. I have the right to request from the consumer reporting agency a summary of my rights and remedies under state law.

15. For California*, Minnesota, and Oklahoma Applicants Only: **A consumer credit report will be obtained through Business Information Group, Inc., P.O. Box 541, Southampton, PA, 18966.**

If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes _____ No _____
Initials Initials

If an investigative consumer report and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes _____ No _____
Initials Initials

***California Applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

MUST BE SIGNED BY AGENT

Social Security #




Agent’s Declaration and Background Authorization

- 16. I hereby authorize M&O to contact me by telephone auto-dialer with respect to any aspect of my business, including product information, new product offerings and/or opportunities. You may use the telephone number on file at the state licensing authority as my business telephone number, as well as at any other telephone number which I may have provided to M&O as a business telephone number.

- 17. I acknowledge and agree that M&O Capital, Inc., a Michigan corporation (“M&O Capital”), and M&O LTC, Inc., a Michigan corporation (“M&O LTC”), shall each be a third party beneficiary of this Agent’s Declaration and Background Authorization, and each, jointly and severally, shall be entitled to enforce this Agent’s Declaration and Background Authorization, including, without limitation, the indemnification provisions of Section 10 of this Agreement, as though I delivered this Agent’s Declaration and Background Authorization to each of M&O Capital and M&O LTC.

Printed Name: _____ **Social Security Number:** _____

Date of Birth: _____

Agent Signature: _____  **Date:** _____

Business Telephone Number: _____
(In addition to any listed with the State licensing authority.)

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MUST BE SIGNED BY AGENT

Social Security #
