



**American Equity Investment Life Insurance Company®**  
 P.O. Box 71216, Des Moines, IA 50325  
 888-221-1234  
 www.american-equity.com  
 Fax 515-221-0138

# Agent Appointment Application

**Please attach a current copy of the applicant's resident state license / complete company specific information if you are seeking a contract for an entity.**

Agent's Full Name:		SSN:	Date of Birth:	<input type="checkbox"/> Male <input type="checkbox"/> Female
Company/Agency Name if applicable:		Authorized Signer Name:		TIN:
Home/Residence Address:		Business Address:		
City _____ State _____ Zip _____		City _____ State _____ Zip _____		
Email Address:	Fax Number:	Business Phone Number:		

### BACKGROUND INFORMATION

**Please provide an explanation for any "YES" answers you provide. Please include dates where applicable and copies of relevant documentation verifying the information in your explanation, if available.**

1. Have you ever had your insurance license, state or federal securities registration, or FINRA registration denied, suspended, or revoked?  Yes  No
2. Have you ever had a complaint filed against you, been investigated by, had any state or federal regulatory authority take action against you, or been fined or censured by any state or federal regulatory authority?  Yes  No
3. Has any claim ever been made against you, your surety company, or errors and omissions insurer or have you ever been refused surety bonding or errors and omissions coverage?  Yes  No
4. Have you ever been convicted, pleaded guilty, or pleaded nolo contendere (no contest or state equivalent) to any felony or misdemeanor offense, other than a minor traffic offense or DUI (including any principal or officer for corporate applicants)?  Yes  No
5. Are there any outstanding or unsatisfied judgments against you?  Yes  No
6. Have you filed for bankruptcy within the last seven (7) years?  Yes  No
7. Have you ever been involved in arbitration or litigation regarding your insurance or securities business?  Yes  No
8. Do you have any outstanding debt with any insurer or insurance marketing organization?  Yes  No

NOTE: If an insurance company ever terminated your contract for a reason other than lack of production or if there are any outstanding matters that could result in your answering "yes" to the above questions, you must provide a letter of explanation. Do you have errors and omissions coverage?  Yes  No Amount: \$ \_\_\_\_\_ Carrier: \_\_\_\_\_

### COMPLETE THIS SECTION IF YOUR COMMISSION SHOULD BE PAID TO YOUR UPLINE

I am directing American Equity to make all commission and compensation payments to my upline. I understand any reference in this application, American Equity's application materials, Agent's Contract, applicable commission schedule, or any other document describing compensation does not apply to me. American Equity's transmittal form, form number 3005, must be completed by your direct upline for this section to be effective.

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

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

### CERTIFICATION

Under penalties of perjury, I certify that: (1) my Social Security number or taxpayer identification number shown on this form is correct; (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; (3) I am a U.S. citizen or other U.S. person. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

### VERIFICATION AND SIGNATURE

By submitting this application, authorizing the submission of this application, or accepting compensation from American Equity, I am verifying the information contained within this form is true to the best of my knowledge and have read and accept all of the terms and conditions of American Equity's Agent's Contract, which is incorporated herein by reference. I also consent to receive facsimile and email communications from American Equity. If any information provided within this application and accompanying documents is determined to be inaccurate it may be grounds for termination at American Equity's sole discretion.

Signature: \_\_\_\_\_  
 (or signature of authorized signer if applicant is an entity)

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



# Agent's Contract

American Equity Investment Life Insurance Company®

This Agreement is entered into between American Equity Investment Life Insurance Company ("Insurer"), an Iowa insurance company and the above named person or entity also named on the Agent Appointment Application (a part of this Agreement) ("Agent"). Upon acceptance by Insurer, this Agreement authorizes Agent to act as Insurer's independent producer to solicit Insurer's products in accordance with the terms below. Agent must comply with the below terms and conditions at all times when agent solicits any of Insurer's products.

## 1. RELATIONSHIP

- (a) Agent is an independent contractor and nothing in this Agreement creates an employer-employee relationship, for any purpose. Agent has no authority, either express or implied, to act on Insurer's behalf. This Agreement is non-exclusive; Agent may enter into similar agreements with other insurance carriers and Insurer is free to enter into similar agreements with other independent insurance agents. Agent is free to exercise independent judgment as to the time, place and manner the acts contemplated by this Agreement are performed. Agent is responsible for knowing and complying with all applicable rules, laws and regulations with respect to Agent's business, employees and independent contractors.
- (b) Agent may only solicit Insurer's products that have been approved by the appropriate governmental authority and in states where Agent holds an active license to do so. Agent is responsible for knowing and understanding the terms of Insurer's products, and any updates to them. Agent is only permitted to make representations about products that are specifically stated in the insurance contract or other materials published by Insurer.
- (c) Insurer is required to adopt certain rules, policies, guidelines and operating procedures, including but not limited to, advertising, replacement, privacy, anti-fraud, and anti-money laundering policies and procedures. Agent is required to review, understand, and comply with these policies and procedures, as adopted by Insurer and complete any training Insurer determines is necessary. These policies may be revised or withdrawn at Insurer's sole discretion without providing prior notice. These policies and procedures are published on Insurer's producer website.
- (d) Insurer has the sole discretion to accept or deny any application received for one of its products.
- (f) Insurer relies on Agent to make reasonable efforts to determine the financial objectives of each prospective customer. It is Agent's responsibility to assist customers to enter into transactions that help meet their insurable needs and financial objectives, including but not limited to, collecting information to conduct a suitability analysis as required.
- (g) Agent cannot waive, alter, or change any provision or condition of any of Insurer's products, this Agreement, Insurer's advertising or literature, or modify or extend the amount of time for any premium payment due to Insurer.
- (h) Agent may only perform those acts expressly granted in this Agreement, unless Insurer otherwise agrees in writing. Agent cannot bind Insurer to any promise or agreement, or incur any debt, expense, obligation, liability, or enter into any contract or legal proceeding in Insurer's name or in connection with any matter pertaining to Insurer's business, without Insurer's prior written authorization.

## 2. COLLECTION OF PREMIUM

Any funds Agent collects that are intended to purchase Insurer's products must be made payable to Insurer. Agent may not endorse or cash checks, drafts, money orders, or financial instruments made payable to Insurer. Insurer will not accept Agent's personal or business funds to fund products unless Agent will have an ownership interest in the product.

## 3. DELIVERY OF CONTRACT

Insurer's products must be delivered according to Insurer's rules and policies; if a contract is not properly delivered, it must be timely returned to Insurer. Agent is not permitted to deliver a contract to someone whose health condition has materially declined since solicitation.

## 4. AUTHORITY OVER AGENTS

Agent may recruit and recommend persons for appointment or to contract with Insurer. Insurer has sole authority to approve any appointment or contract. Agent is responsible for the activities of any of Agent's employees or independent contractors and any persons from which Agent earns override Compensation from Insurer (Agent's employees, independent contractors and persons from whom agent collects override Compensation are collectively included in the definition of "Agent"). It is Agent's responsibility to properly train and adequately supervise these persons to meet the standards of this Agreement, their Agreements, Insurer's rules, procedures, and operating guidelines and to ensure their compliance with all applicable laws, rules, and regulations.

## **5. COMPENSATION**

- (a) "Compensation" includes commissions, fees, bonuses, or any other property Insurer awards to Agent.
- (b) Any commissions Agent earns are determined by the Commission Schedule in effect on the date Insurer's product application is completed by Agent. The Commission Schedule is incorporated into and is made a part of this Agreement.
- (c) Agent cannot assign any portion of Agent's Compensation without Insurer's prior written authorization.
- (d) Insurer reserves the right to reduce any Compensation or assignment by the full amount of any indebtedness Agent owes to Insurer.

## **6. LIABILITY**

Agent is jointly and severally liable to Insurer for:

- (a) all funds collected by Agent on behalf of Insurer to be used to fund Insurer's products;
- (b) funds payable to the Insurer as a balance due as shown on Agent's monthly statement; and
- (c) any liability resulting from Agent's downline Agents described in section 4 of this Agreement.

Insurer reserves the right to charge the maximum amount of interest allowed by law on any amount Agent owes to Insurer.

## **7. INDEBTEDNESS, INDEMNIFICATION, & REIMBURSEMENT**

- (a) Agent agrees to indemnify and hold Insurer harmless for any costs, losses, liabilities, claims, or expenses Insurer incurs in resolving any matter resulting from Agent's acts or omissions, including any breach of this Agreement, any alleged wrongdoing stemming from a violation of any law, regulation, or court order. Insurer has the sole discretion to resolve these matters. Agent agrees to pay all costs of collection, including attorney's fees that Insurer, its successors, or its assigns incur collecting any indebtedness from Agent.
- (b) Insurer is granted a security interest in all of Agent's Compensation, which is a first and prior lien against all other security interests or liens and the priority of this security interest cannot be diminished without Insurer's express written consent.
- (c) Insurer retains a right of set-off against all of Agent's Compensation. Any election to set-off shall not constitute an election to forego any other remedies possessed by Insurer to collect any indebtedness.
- (d) Agent holds Insurer harmless for reporting any debit balance through Agent's agency hierarchy or to any third party, including a collections agency in the event Agent fails to repay any indebtedness owed to Insurer. This indemnity also applies to Insurer's compliance with any levy, garnishment, or other lawful attempt to collect Compensation owed to Agent by Insurer.

## **8. FORFEITURE & NON-INTERFERENCE**

Agent agrees not to, directly or indirectly, induce or urge Insurer's customers to lapse, surrender or otherwise relinquish their contracts. Agent also agrees not to induce or urge any of Insurer's employees or Insurer's field of agents to terminate their relationship with Insurer. This provision is effective for a period of two years, or to the maximum amount permitted by law, from the date the parties' relationship ends. Agent agrees that money damages are an inadequate remedy and Insurer may therefore seek injunctive relief and further relief to prevent additional breaches of this provision. Insurer is entitled to seek these remedies in any state or federal court in Des Moines, Iowa and Agent agrees these courts have personal jurisdiction over Agent for such action. Said injunctive relief and monetary damages will not be subject to the Arbitration clause of this Agreement. If Agent violates the provisions of this paragraph any Compensation owed to Agent immediately terminates and Agent will be liable for any damages Insurer incurs or has incurred, including attorneys' fees.

## **9. NOTICES**

Any notice required by this Agreement to be given to Insurer must be sent to Insurer's principal place of business. Any notice required by this Agreement to be given to Agent will be sent to Agent's last known address in Insurer's records. Each such notice to a party will be hand delivered or transmitted by registered or certified United States mail with return receipt requested, or by overnight mail by a nationally recognized courier, and is effective upon delivery. If practical, notice may be provided electronically; the parties agree to receive communications from each other regarding any matters within the scope of this Agreement in any form, including, but not limited to, telephone, fax, or email.

## **10. NON-WAIVER**

Failure of a party to insist upon strict compliance with any of the conditions of this Agreement will not be construed as a waiver of any other condition. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

## **11. AMENDMENT**

- (a) It may be necessary for Insurer to amend this Agreement. Any amendment will be effective at the time Insurer provides notice or posts it to its producer website.

- (b) This Agreement cannot be changed by any verbal promise or statement. No written modification or change will bind Insurer unless it is signed by its President, a Vice President, or other authorized officer and expresses intent to modify or change this Agreement.

## **12. SEVERABILITY**

Any provision of this Agreement that is deemed to be invalid, void, or illegal by a court, tribunal of proper jurisdiction, or arbitrator will not affect, impair or invalidate any other provision contained in this Agreement and all remaining provisions shall remain in full force and effect.

## **13. STANDARD OF CARE**

Any recommendation by Agent to any insured or prospective insured to purchase Insurer's products must adhere to any standard of care required by applicable law. Agent is solely responsible for compliance with any applicable standard of care. Insofar as the Department of Labor's Fiduciary Rule, including its exemptions, is implemented and in force, Agent is responsible for knowing and complying with its requirements, including but not limited to, timely providing any and all necessary disclosures and agreements, complying with the impartial conduct standards, accepting only reasonable compensation for the solicitation of Insurer's products, and disclosing its relationship with Insurer. Agent acknowledges Insurer is not a Financial Institution or a fiduciary as defined within the Rule, or for any other purpose and does not provide impartial advice. Insurer does not have, and has not undertaken to provide, any supervisory authority or responsibility for Agent's compliance with any applicable standard of care.

## **14. ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or any other claim or controversy arising between the parties of this agreement, will be arbitrated in accordance with the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Des Moines, Iowa. The arbitration will be governed by the laws of the State of Iowa. Agent is expressly restricted from participating in any class or representative arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges constitutes a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party is required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

## **15. INFORMATION PRIVACY**

As a contracted independent agent of Insurer, Agent may from time to time receive information about Insurer, its products, its business practices, and its customers and their personal information. If this information is about Insurer, its products or its business practices Agent is not permitted to disclose or release this information to anyone other than as necessary to complete obligations imposed by this Agreement. If Insurer releases non-public personal information to Agent about customers Agent is prohibited from disclosing or releasing that information other than as instructed by Insurer, otherwise all information provided to Agent must be kept confidential. Upon termination of this Agreement, Agent will no longer receive non-public personal information from Insurer. Agent will comply with all laws, rules and regulations regarding the safeguarding of personal information Agent collects and Insurer releases to Agent. "Personal information" includes but is not limited to medical and financial information, which is protected under applicable law.

## **16. TERMINATION OF AGREEMENT**

- (a) Insurer may terminate this Agreement without prior notice in the event:
- (1) of Agent's death (or wind up if Agent is an entity);
  - (2) Agent fails to maintain an active license to sell any product offered by Insurer;
  - (3) of Agent's bankruptcy, insolvency, or assignment for the benefit of creditors; or
  - (4) Agent requests termination of this Agreement
- (b) Insurer may terminate this Agreement without prior notice if Agent:
- (1) permits any person who is not appointed or contracted with Insurer to solicit product applications on behalf of Agent;
  - (2) misappropriates or fails to return any money or other property belonging to Insurer or any prospective or existing customer;
  - (3) borrows money from any prospective or existing customer;
  - (4) commits a crime that could be grounds for revocation of Agent's license under 18 U.S.C. 1033 and any state equivalent law where agent is licensed;

- (5) fails to comply with any applicable laws, rules, or regulations of any federal, state, or other governmental agency or body where Agent holds an active license; or
- (6) subjects Insurer to liability due to Agent's actions, omissions, or misrepresentations or Agent falsifies, omits, or misrepresents any material information provided to Insurer;

Termination pursuant to any portion of this subsection (b) may be "for cause". The decision to terminate this Agreement is in Insurer's sole discretion. The right to terminate under this subsection (b) is not restricted by subsection (d) below.

- (c) Insurer may terminate this Agreement without prior notice if Agent:
  - (1) fails to pay any indebtedness to Insurer on demand;
  - (2) fails to conform to Insurer's rules, policies, and practices including but not limited to, its advertising, replacement, suitability, anti-fraud, and anti-money laundering policies and procedures;
  - (3) engages in a pattern of replacing or attempting to replace Insurer's contracts with those of another company; or
  - (4) fails to cooperate or provide information to Insurer regarding complaints, inquiries, litigation, or investigations related to Agent's contract.

Termination pursuant to any portion of this subsection (c) may be "for cause". The decision to terminate this Agreement is in Insurer's sole discretion. The right to terminate under this subsection (c) is not restricted by subsection (d) below.

- (d) This Agreement may be terminated by either party by giving fifteen days written notice to the other party.
- (e) If Agent is terminated under subsection (b), all rights to any future Compensation, however earned, may be forfeit as determined in Insurer's sole discretion.
- (f) If, prior to termination, Agent is indebted to Insurer and fails to repay such indebtedness on demand, all Compensation owed to Agent under this Agreement or any other Agreement between Insurer and Agent may be forfeit in Insurer's sole discretion. Forfeiture under this provision does not, in any way, prejudice Insurer's right to pursue any remedies available to it to collect any debt Agent owes Insurer.
- (g) Upon termination of this Agreement, Agent is required to immediately return to Insurer all Insurer-published materials, supplies, advertising, and other printed material.

#### **17. OTHER POLICIES, PROCEDURES, AND GUIDELINES OF INSURER**

- (a) By accepting Compensation from Insurer, Agent acknowledges and certifies that Agent has read and accepted all of the terms and conditions of this Agreement.
- (b) Agent will keep accurate records relating to the business transacted pursuant to this Agreement and Insurer is entitled to inspect those records at any reasonable time at Insurer's expense.
- (c) Agent is required to report to Insurer any action taken by any regulatory body against Agent within 30 calendar days of said action's initiation and again within 30 calendar days of its final disposition, excluding appeal.
- (d) Agent is required to report to Insurer any criminal prosecution for a felony, federal crime, or moral turpitude offense against Agent, or if Agent is an entity, any criminal prosecution of any of its officers or directors, in any jurisdiction within 30 calendar days of the action being initiated and again within 30 days of the final disposition of the matter, excluding appeal.
- (e) This Agreement is not assignable or delegable without Insurer's prior written consent. If Agent assigns or delegates any duties or obligations imposed by this Agreement, Agent unconditionally guarantees the performance and obligations of the assignee and/or delegatee.
- (f) This Agreement updates and supersedes any previous Agent's Contract entered into between the parties. If any terms of this Agreement conflict with any previous Agent's Contract entered into between the parties, the terms of this Agreement will control.
- (g) Sections 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 16(a), 16(d), 16(e), 16(f), and 17(h) survive termination of this Agreement.
- (h) To the fullest extent permitted, this Agreement shall be construed in accordance with Insurer's rules, policies, and practices now or hereafter established and shall be interpreted and enforced pursuant to Iowa law.



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 O/N Address: 6000 Westown Parkway, West Des Moines, IA 50266  
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 www.american-equity.com

# Consumer Report Authorization Form

By my signature below, I acknowledge, authorize and instruct as follows:

- I received, read and understand the Consumer Report Authorization Information provided to me with this form.
- I authorize and instruct American Equity to obtain consumer reports and/or investigative consumer reports about me for use in making decisions about my application for appointment as an agent of American Equity or my current appointment as an agent of American Equity.
- I authorize American Equity Investment Life Insurance Company and its affiliates to share with each other any consumer reports, investigative consumer reports and other information about me.
- This form will serve as a continuing authorization and instruction for American Equity to obtain additional consumer reports and/or investigative consumer reports at any time during my appointment with American Equity.
- This form will serve as a continuing authorization for American Equity Investment Life Insurance Company and its affiliates to share with each other any consumer reports, investigative consumer reports and/or other information about me.
- A photocopy of this authorization shall be deemed as valid as the original.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Residential Address

\_\_\_\_\_  
City, State, Zip Code

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

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

**REQUEST FOR COPY OF REPORTS**

Also, by checking the space below, I am requesting a copy of a complete and accurate disclosure of the nature and scope of any consumer credit report and consumer investigative report about me, if created, which will be provided to me by U.S. Mail.

\_\_\_\_\_ Yes, please mail me a copy of my reports.

— PLEASE RETURN THIS COMPLETED FORM TO AMERICAN EQUITY —

The Consumer Report Authorization Information provided with this form does not need to be returned.



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## Consumer Report Authorization Information

### Fair Credit Reporting Act Disclosures

American Equity is providing you with these disclosures pursuant to the Fair Credit Reporting Act. As used in this document, "American Equity" means American Equity Investment Insurance Company and/or any of its affiliates or subsidiaries.

American Equity may obtain consumer reports regarding your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

American Equity also may obtain investigative consumer reports about you. Investigative consumer reports include information about your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which may be obtained through personal interviews with your neighbors, friends, or associates with whom you are acquainted or who may have knowledge of such information.

Any such consumer reports or investigative consumer reports will be obtained in connection with and for use in making decisions about your application for appointment as an agent of American Equity or your current appointment as an agent of American Equity.

Any such consumer reports or investigative consumer reports will be obtained pursuant to your written instructions, as provided by your completion and return of the Consumer Report Authorization Form. The Consumer Report Authorization Form has been provided to you with these disclosures.

You have the right to make a written request for additional information about the nature and scope of the investigation. By checking the space included in the Consumer Report Authorization Form, you can request a copy of any consumer credit report and consumer investigative report about you, if created.

American Equity Investment Life Insurance Company and any of its affiliates with which you may seek appointment now or in the future may share between or among each other any consumer reports, investigative consumer reports and/or other information about you.

In addition to the information above, a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and information applicable to residents of specified states are provided below.

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

# Consumer Report Authorization Information

## 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 FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **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:
  - o a person has taken adverse action against you because of information in your credit report;
  - o you are the victim of identity theft and place a fraud alert in your file;
  - o your file contains inaccurate information as a result of fraud;
  - o you are on public assistance;
  - o you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) 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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) 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.



# Consumer Report Authorization Information

- **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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **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).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

## CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

**You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.**

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

## Consumer Report Authorization Information

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks.	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Financial Protection (OCCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590

## Consumer Report Authorization Information

4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

# Consumer Report Authorization Information

## For residents of the State of Washington:

### A SUMMARY OF YOUR RIGHTS UNDER THE STATE OF WASHINGTON FAIR CREDIT REPORTING ACT

The State of Washington Fair Credit Reporting Act ("WFCRA") is designed to promote accuracy, fairness, consumer confidentiality and the proper use of credit data by each consumer reporting agency in accordance with the requirements of the WFCRA.

The WFCRA is modeled after the Federal Fair Credit Reporting Act. The same rights provided under the WFCRA are also provided under the Federal Fair Credit Reporting Act and you have received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act." You can get the complete text of the WFCRA from the Washington Code Revisors Office, P. O. Box 40551, Olympia, WA 98504 or online at <https://app.leg.wa.gov/RCW/default.aspx?cite=19.182>.

For questions or concerns regarding the WFCRA, please contact:

Attorney General of the State of Washington  
1125 Washington Street S.E.  
P.O. Box 40100  
Olympia, WA 98504-0100  
Phone: 360-753-6200





**American Equity Investment Life Insurance Company®**  
 P.O. Box 71216, Des Moines, IA 50306-0343  
 888-221-1234 | Fax 515-222-5952  
 www.american-equity.com  
 O/N Address: 6000 Westown Parkway, West Des Moines IA, 50266  
 Email: service@american-equity.com

# AUTHORIZATION AGREEMENT

For Pre-Authorized Payments (Credits)

I (We) hereby authorize American Equity Investment Life Insurance Company®, hereinafter called The Company, to initiate credit entries, electronically, by paper means or by any other commercially accepted method, to My (Our) checking/saving account indicated below and the financial institution named below, hereinafter called Financial Institution, to credit the same such account.

FINANCIAL INSTITUTION	NAME ON BANK ACCOUNT
TRANSIT/ABA NUMBER	ACCOUNT NUMBER

I (we) hereby authorize the Company to send My (Our) commission statements electronically to the email account indicated below.

E-MAIL ADDRESS
----------------

This authorization is to remain in full force until The Company and Financial Institution have each received written notification from me (or either of us) of its termination in such time and in such manner as to afford The Company and Financial Institution a reasonable opportunity to act on it.

NAME(S)	AGENT NUMBER(S)	DATE
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE	
X	X	

## OPTIONAL: ATTACH VOIDED PERSONAL CHECK BELOW ▼

\*Please note: Simply depositing your funds in a corporate or agency account will not result in the 1099 being issued to the corporation or agency. Please contact Agency Services at 888-221-1234 for more information.



**American Equity Investment Life Insurance Company®**  
 P.O. Box 10343 Des Moines, IA 50306-0343  
 888-221-1234  
 www.american-equity.com  
 O/N Address: 6000 Westown Parkway, West Des Moines IA, 50266  
 Fax 515-226-3129

# Broker Dealer (BD) or Registered Investment Advisor (RIA) Declaration Form

Please complete and submit this form with your agent appointment application if you are currently working with a BD or RIA who requires you to:

- Sell only approved annuity products  
or
- Submit your annuity applications through the BD or RIA for review  
or
- Pay commission through your BD or RIA

\_\_\_\_\_  
Agent Name (Please Print)

\_\_\_\_\_  
BD or RIA Firm

\_\_\_\_\_  
BD or RIA Phone Number

\_\_\_\_\_  
Contact Name

I request that all compensation payable to me by American Equity including, but not limited to, commissions, fees, bonuses, or any other compensation due to me, be hereafter paid in accordance with the following instructions:

- \_\_\_\_\_ Please pay my compensation directly to the BD or RIA firm shown above.
- \_\_\_\_\_ For index annuity sales only, please pay my compensation directly to the BD or RIA shown above.
- \_\_\_\_\_ Please pay my compensation directly to me.
- \_\_\_\_\_ Please pay my compensation to my direct up-line agent or agency.

I understand in making this request that the declaration given herein supersedes all agreements concerning the manner in which compensation owed by American Equity to me is paid. Notwithstanding the foregoing, I understand that all terms and conditions of the Agent Appointment Application, Agent Contract, Appointment Only Agreement, and/or applicable Commission Schedule shall continue in full force and effect, including my responsibility for repayment of commission charge backs. I understand that I am responsible for ensuring that the BD or RIA shown above, my direct upline or agency, and/or my financial institution, if applicable, have been notified of this declaration. I understand that American Equity shall pay compensation pursuant to this declaration only upon processing this form and shall continue to so pay until I cancel this declaration in writing.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Number



American Equity Investment Life Insurance Company™  
P.O. Box 71216 , Des Moines, IA 50325  
888-221-1234  
www.american-equity.com

# State And Federal Training Requirements

## **\*\*IMPORTANT INFORMATION\*\*** **REGARDING STATE AND FEDERAL TRAINING REQUIREMENTS**

American Equity is not able to accept business from agents who are not compliant with applicable state and federal requirements.\*

**\*Anti-Money Laundering Training** – American Equity asks that our agents complete anti-money laundering training required under federal law, every two years. For our agents' convenience American Equity provides a free anti-money laundering course on our website, [www.american-equity.com](http://www.american-equity.com) or through the training link at <https://agent.american-equity.com/StateProductTraining.asp>. Proof of completion of an approved anti-money laundering course needs to be submitted before American Equity can issue your new business.

**\*Carrier Specific Product Training** – All American Equity agents are required to take product specific training before soliciting an annuity application for one of our products. American Equity will not be able to accept business that is dated prior to the completion of the product training completion date.

Product training is available on our website at [www.american-equity.com](http://www.american-equity.com) for agents who have an active agent number. Agents who do not have a number can access the training at <https://agent.american-equity.com/StateProductTraining.asp>. Use the last four digits of your SSN and your state license number to log in.

**\*California Annuity Training** – Agents licensed in CA are required to complete an initial eight hours of approved annuity training prior to soliciting annuity applications. The state also requires an additional four hours of approved annuity training be taken every two-year license term. American Equity is required by the state to verify that the training has been completed. We ask that you complete the training before submitting annuity applications to us during each two-year term. We will only issue new annuity policies if you have completed the annuity training requirement for your current license term.

For information on approved training courses: [www.insurance.ca.gov](http://www.insurance.ca.gov)

**\*Iowa Annuity Training** – Agents licensed in IA are required to complete four hours of approved indexed annuity training before soliciting an indexed annuity application. Agents selling any type of annuities must complete four hours of approved annuity training before soliciting an annuity application. Agents selling indexed annuities will need to have completed the four hour indexed annuity training requirement in addition to the four hour annuity training.

For information on Iowa approved four hour annuity and four hour index annuity training courses: [www.pearsonvue.com](http://www.pearsonvue.com)

**\*Pennsylvania Annuity Training** – All agents must complete an approved four hour annuity training course prior to writing an annuity application. After 12/25/2018, agents have until the expiration date of their first complete license term to take the training.

**\*Texas Annuity Training** – All agents must complete an approved initial four hour annuity training course prior to writing any annuity applications. Resident licensed agents must complete eight hours of additional annuity training during each two-year license term in order to continue writing annuity applications.

For information on approved training courses: [www.sircon.com/texas](http://www.sircon.com/texas)

### **\*Other State Annuity Training Requirements:**

One time state approved four hour annuity training course. Refer to chart on page two.

CONTINUE TO NEXT PAGE



## STATE AND FEDERAL TRAINING REQUIREMENTS

**PLEASE NOTE:** Agents issued an insurance license prior to the Implementation Date shown on the chart have until the Completion Date shown on the chart to comply with the four hour annuity training requirement. After the Completion Date shown on the chart agents will not be able to solicit an annuity application until they have completed the training requirement.

Agents issued a new insurance license after the Implementation Date shown may not solicit an annuity application until they have completed the annuity training requirement.

<u>State</u>	<u>Implementation Date</u>	<u>Completion Date</u>	<u>State Contact Information</u>
AK	10/16/2011	04/16/2012	<a href="http://www.commerce.state.ak.us/insurance">www.commerce.state.ak.us/insurance</a>
AL	01/01/2017	07/01/2017	<a href="http://www.aldoi.gov">www.aldoi.gov</a>
AZ	01/01/2018	01/01/2018	<a href="http://www.insurance.az.gov">www.insurance.az.gov</a>
CO	04/01/2011	10/01/2011	<a href="http://www.dora.state.co.us/insurance">www.dora.state.co.us/insurance</a>
CT	02/18/2012	08/18/2012	<a href="http://www.ct.gov/cid">www.ct.gov/cid</a>
DC	06/24/2011	12/24/2011	<a href="http://www.disb.dc.gov">www.disb.dc.gov</a>
DE	06/01/2017	12/01/2017	<a href="http://www.insurance.delaware.gov">www.insurance.delaware.gov</a>
GA	03/01/2016	09/01/2016	<a href="http://www.oci.ga.gov">www.oci.ga.gov</a>
HI	01/01/2012	01/31/2012	<a href="http://www.insurance.hawaii.gov">www.insurance.hawaii.gov</a>
ID	04/04/2013	10/04/2013	<a href="http://www.doi.idaho.gov">www.doi.idaho.gov</a>
IL	07/01/2012	07/01/2012	<a href="http://www.insurance.illinois.gov">www.insurance.illinois.gov</a>
IN	01/01/2012	07/01/2012	<a href="http://www.in.gov/idoi">www.in.gov/idoi</a>
KS	06/01/2013	12/01/2013	<a href="http://www.ksinsurance.org">www.ksinsurance.org</a>
KY	01/01/2012	07/01/2012	<a href="http://www.insurance.ky.gov">www.insurance.ky.gov</a>
LA	08/15/2012	01/01/2013	<a href="http://www.ldi.state.la.us">www.ldi.state.la.us</a>
MA	07/01/2016	01/01/2017	<a href="http://www.mass.gov">www.mass.gov</a>
MD	11/01/2011	05/01/2012	<a href="http://www.mdinsurance.state.md.us">www.mdinsurance.state.md.us</a>
ME	11/01/2015	06/01/2016	<a href="http://www.maine.gov">www.maine.gov</a>
MI	06/01/2013	12/01/2013	<a href="http://www.michigan.gov">www.michigan.gov</a>
MN	01/01/2014	07/01/2014	<a href="http://www.mn.gov/commerce/insurance">www.mn.gov/commerce/insurance</a>
MO	03/30/2017	09/30/2017	<a href="http://www.insurance.mo.gov">www.insurance.mo.gov</a>
MS	09/01/2013	09/01/2014	<a href="http://www.mid.state.ms.us">www.mid.state.ms.us</a>
MT	01/01/2018	01/01/2018	<a href="http://csimt.gov/insurance">http://csimt.gov/insurance</a>
ND	08/01/2011	08/01/2012	<a href="http://www.nd.gov/ndins">www.nd.gov/ndins</a>
NE	07/19/2012	01/19/2013	<a href="http://www.doi.ne.gov">www.doi.ne.gov</a>
NH	01/01/2015	07/01/2015	<a href="http://www.nh.gov">www.nh.gov</a>
NJ	02/04/2013	08/04/2013	<a href="http://www.dobi.nj.gov">www.dobi.nj.gov</a>
OH	07/01/2011	01/01/2012	<a href="http://www.insurance.ohio.gov">www.insurance.ohio.gov</a>
OK	07/14/2010	07/14/2011	<a href="http://www.sircon.com/oklahoma">www.sircon.com/oklahoma</a>
OR	07/01/2011	01/01/2012	<a href="http://www.oregoninsurance.org">www.oregoninsurance.org</a>
RI	06/01/2011	12/01/2011	<a href="http://www.dbr.state.ri.us">www.dbr.state.ri.us</a>
SC	09/25/2011	03/25/2012	<a href="http://www.doi.sc.gov">www.doi.sc.gov</a>
SD	07/01/2012	01/01/2013	<a href="http://www.dlr.sd.gov/insurance">www.dlr.sd.gov/insurance</a>
TN	11/01/2015	06/01/2016	<a href="http://www.tn.us/insurance">www.tn.us/insurance</a>
VA	01/01/2018	01/01/2018	<a href="http://www.sec.virginia.gov">www.sec.virginia.gov</a> (Course has to be taken after 4/1/17 for resident agents)
WA	03/29/2012	09/29/2012	<a href="http://www.insurance.wa.gov">www.insurance.wa.gov</a>
WI	05/01/2011	11/01/2011	<a href="http://www.oci.wi.gov">www.oci.wi.gov</a>
WV	07/01/2011	01/01/2012	<a href="http://www.wvinsurance.gov">www.wvinsurance.gov</a>
WY	09/26/2014	03/26/2015	<a href="http://doi.wyo.gov">doi.wyo.gov</a>



## AMERICAN EQUITY COMPANY SPECIFIC PRODUCT TRAINING A Great Tool For You And Your Agents!

Company specific product training is an easy, effective way to give your agents and prospective agents a comprehensive look at all the excellent benefits and features of American Equity annuity products. Our product training offers your agents:

- ★ Convenient online access 24 hours a day, 7 days a week
- ★ Individual product training modules for easy, efficient viewing
- ★ Instant notification of completion to American Equity for active contracted agents
- ★ Access to the best customer service in the industry - We answer our phones!

### ACCESS TRAINING AT:

**ACTIVE AGENTS:** [www.american-equity.com](http://www.american-equity.com)  
**PROSPECTIVE AGENTS:** <https://agent.american-equity.com/StateProductTraining.asp>

Select *Training* from the menu on the left side of the screen  
From the Training menu select *Product Training*  
Click on *Training* under the module you wish to view  
After viewing the training return to the *Product Training* module menu  
Click on *Training Questions* under the module just viewed  
Answer the questions and click *Submit* to register the training with American Equity

**PRODUCT TRAINING MUST BE COMPLETED BY EVERY AGENT PRIOR TO THE DATE OF ANY ANNUITY APPLICATION. THIS IS MANDATORY AND WE WILL NOT BE ABLE TO MAKE EXCEPTIONS.**

### FREQUENTLY ASKED QUESTIONS

#### 1. Why is Company Specific Product Training so important?

American Equity led the fight to defeat the SEC's rule 151A and was instrumental in the passage of the Harkin-Meeks amendment with the Financial Reform Act in 2010 keeping annuities an insurance product. Product training is a required component of the Harkin-Meeks amendment. American Equity continues to lead the industry by introducing our company specific product training and maintaining a standard of excellence in our industry.

#### 2. Do agents need to complete all of the company specific training modules?

Agents should complete the modules for any product they intend to sell. We recommend agents complete all the training modules to familiarize themselves with all our annuity products and how they might benefit their clients.

**PLEASE NOTE:** The Lifetime Income Benefit Rider is a separate training module and should be taken along with any product that will include the rider.

#### 3. How often do agents need to complete training?

Agents will need to complete training only once per product. When new products are introduced completion of new training modules may be required.

#### 4. Do agents need to notify American Equity when they have completed training?

No, after viewing a training module it is important the agent return to the product training menu and select "Training Questions". Once the questions have been answered the agent should click the "submit" button. American Equity will automatically be notified that the module has been completed.

#### 5. What will happen if an agent submits business and has not completed the product training prior to the annuity application date?

American Equity will not be able to accept the annuity application and other forms, with no exceptions. We will notify agents and ask them to write a new annuity application and forms dated after the completion of the appropriate product training. Any cash received would be returned directly to the client in the event a newly dated application and forms are not submitted.