

STRENGTHENING YOUR ABILITY TO BUILD CONFIDENT FINANCIAL FUTURES



Agent Business Practices & Compliance Guide

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INTRODUCTION & PURPOSE

Reliance Standard Life Insurance Company (“RSL”) is dedicated to compliance with all applicable laws, rules, regulations and internal policies and its commitment begins with ensuring that its agents, producers, brokers and other representatives (collectively referred to as “Agents”) act with the highest standards of ethical behavior. This includes, but is not limited to, soliciting business in a fair and professional manner, providing customers with a reasonable assessment of their needs and offering prompt and accurate servicing of annuity contracts. An Agent’s failure to fulfill these duties is considered a serious offense and could subject them to appropriate disciplinary action, up to and including immediate termination of their appointment with RSL and their Agent Agreement, if applicable.

The purpose of this Business Practices and Compliance Guide (“Guide”) is to establish policies and procedures to meet compliance with state and federal rules and regulations and to detect and prevent violations of such laws. This Guide is designed to govern the activities of RSL’s Agents licensed to solicit its annuity products. However, it should not be broadly construed as to include all rules and regulations of the various regulatory agencies. Rather, it should be used as a reference for Agents to conduct their day-to-day business activities. Finally, this Guide does not supersede any state specific rules and regulations which can vary by state. Agents should ensure they understand and comply with all regulations and rules for any state where the agent is operating. Moreover, this Guide does not supersede any policies and procedures required by the affiliated agency or broker-dealer and/or any Agent Agreement with RSL.

Visit the **Training and Compliance** section of the **Agent Web Portal** for additional requirements.

Scan the QR code or go to:
<https://www.reliancestandardlife.com/professionals/training-and-compliance>.



APPOINTMENTS & LICENSING

Section A

Requirements

Section B

Errors and
Omissions (E&O)
Insurance

Section C

Commissions
Payment & Limits

APPOINTMENTS & LICENSING

A. Requirements

RSL is committed to providing customers with excellent, high-quality products and services and retaining Agents who are well-informed, ethical, experienced and customer-service oriented. Before soliciting business, all Agents must be properly appointed and/or contracted with RSL. Agents are also responsible for obtaining and maintaining state-specific licenses in each state where they solicit business.

RSL will not process any new business without receipt of a request for Agent Appointment and, where appropriate, an Agent Agreement. Agents not yet appointed with RSL must submit the following to their upline.

1. Completed and signed Appointment Questionnaire
2. Completed and signed Agent Agreement and W-9 Form (when being paid commission directly by RSL)
3. Copy of state required annuity Continuing Education (CE) Course certificates where required (as discussed in [Product Suitability](#))
4. Completion of RSL Product Specific Training (PST) for the product solicited^[1]

B. Errors and Omissions (E&O) Insurance

To provide protection against claims involving services, an Agent should obtain sufficient professional liability coverage and/or Errors and Omissions (E&O) coverage, which may be required under applicable law. Agents must comply with all state and federal laws that apply to the sale of insurance, including the Violent Crime Control and Law Enforcement Act of 1994, which criminalizes the sale of any insurance product by a person convicted of a state or federal felony involving dishonestly or breach of trust.

^[1]Product-specific training is required in ALL states before a recommendation is made and state mandated annuity CE training may be required before submitting an application to RSL.

APPOINTMENTS & LICENSING

C. Commissions Payment and Limits

RSL will not pay a commission, directly or indirectly, to any person or agency that is not properly licensed and appointed. All Agents who receive compensation from the sale of an RSL product may be required to disclose such compensation as required by regulation.

Commissions are processed daily. Commission payments are sent via Automatic Clearing House (ACH) transfer, which typically appear in the bank account approximately two days after a case is issued. However, fund availability dates may vary from bank to bank. Commission Statements are available via the RSL Agent Portal at www.reliancestandardlife.com the day after a case is issued.

Upon contract issue, commission will be paid on:

- the first \$450,000 of premium for the Apollo-MVA and Apollo SP products
- the first \$750,000 of premium for the Eleos-MVA and Eleos-SP products and the Reliance Guarantee product (all durations)

On the Keystone Index and Reliance Accumulator index products, commission will be paid on:

- the first \$650,000 of premium for the 5-year plans
- \$450,000 for the 7-year plans
- \$350,000 for the 10-year plans

Commission payment on premium in excess of these amounts will be paid after the applicable “free look” period expires, as evidenced by a returned delivery receipt to RSL.

Commission Statements are available via the RSL **Agent Web Portal** the day after a case is issued.

Scan the QR code or go to:
<https://secure.rsli.com/userservices/>



SALES PRACTICES

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Unfair Trade
Practices

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Interest Standard

Section C

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Sales Practices

A. Unfair Trade Practices

RSL expects its Agents to engage in fair and honest competition in the sale of RSL's products. They cannot misinform a customer by making false statements about a product that they are marketing/soliciting nor shall they make misleading, inappropriate or derogatory statements about a competitor and/or its products. The National Association of Insurance Carriers (NAIC) Model Unfair Trade Practices Act has identified several prohibited practices that could result in disciplinary action, including but not limited to immediate termination of the Agent Agreement. These acts include:

1. **Churning:** Churning is the practice of replacing an annuity product with the primary purpose of generating sales commissions, where replacement is contrary to the best interest of the customer. Agents are required by law to refrain from initiating a replacement sale unless, after assessing fees and costs, they reasonably conclude that the client will benefit from the transaction on both a short-term and long-term basis.
2. **Discrimination:** An Agent shall not refuse to accept an application or insure an individual, limit the amount and extent of insurance coverage or charge a higher rate for the same coverage solely on the basis of an individual's sex, marital status, age, race, religion, national origin or physical or mental impairment except when such refusal or act is based on sound actuarial principles or anticipated loss performance.
3. **Misrepresentation:** An Agent is prohibited from making any misrepresentation about the benefits, conditions or terms of a product and/or failing to disclose all requested information in an application. In addition, Agents shall not make any corrections or alterations to any document signed by a customer, request a customer sign a blank form, or sign a customer's name or initials to a document. Agents must identify themselves as a representative of RSL and disclose the true purpose of a meeting, seminar and/or workshop and the planned content.
4. **Rebating:** Rebating is a way to induce the customer to purchase a product by paying part of the commission, or something else of value, to the customer for his or her business. Although rebating is permissible in certain states, RSL strictly prohibits this practice.
5. **Twisting:** Agents shall not use written or oral statements under pretext or incorrectly compare terms and conditions in the annuity contracts to induce the client to lapse, forfeit, surrender or convert an existing contract.

If an Agent believes that another Agent or RSL employee violated or may have violated the law or any RSL policy or procedure, the Agent is obligated to report this information immediately to RSL. RSL does not tolerate intimidation or retaliatory conduct against any Agent or employee who, in good faith, reports a suspected or actual violation.

Sales Practices

B. Product Suitability and Best Interest Standard

In order for an Agent to recommend the purchase of an annuity contract, it is essential that the product be suitable for each individual client's needs. To this end, an Agent must make reasonable efforts to obtain the customer's suitability information prior to execution of the purchase. In addition to other factors that may be unique to the client's particular situation, Agents should consider the following factors of the client:

- Age
- Annual income
- Financial situation and needs, including the financial resources used for the funding of the annuity
- Financial experience
- Financial objectives
- Intended use of the annuity
- Financial time horizon
- Existing assets, including investment and life insurance holdings
- Liquidity needs
- Liquid net worth
- Risk tolerance
- Tax status

Annuities offer the customer guarantees, but the owner can incur a loss if the contract is surrendered within the surrender charge period and when a Market Value Adjustment (MVA) applies. The customer should understand that annuities are long-term investments that incur substantial penalties for early redemption. The surrender charge and MVA imposed could reduce the value below the initial premium amount. Accordingly, customers should consider the time frame in which funds will be needed for their living or other expenses prior to purchasing an annuity contract.

Each RSL deferred annuity contract allows the owner to withdraw up to 10% of their value each contract year. If the client expects that they might need additional access to their value before the surrender charge period, an annuity may not meet their needs. Although annuities offer excellent features such as safety of principal, tax deferral, avoidance of probate, and guarantees, they should only be purchased if these features are important to the customer. It is necessary for Agents to thoroughly review the benefits and features of each annuity contract with their clients before recommending the contract to them. Product Specific Training (PST) provides specific product information, however, additional information can be found on the Agent Web Portal.

In 2020, the National Association of Insurance Commissioners (NAIC) adopted the most recent version of the "Suitability in Annuity Transactions Model Regulation" ("the Model.") While the Model contains many of the same requirements as previous suitability regulations, there are several significant additional requirements. In addition, although most states adopted the Model as the basis for their own regulation, some states have made material changes to the Model with more requirements. Agents must comply with the appropriate regulation for the state where they are making the recommendation for any variations from the Model.

Sales Practices

B. Product Suitability and Best Interest Standard (continued)

Below is a summary of the Model as they apply to Agents' responsibilities.

The Model requires Agents to act in the best interest of the consumer ("Best Interest Rule") under the circumstances known at the time of the recommendation and without placing the Agent's or insurer's financial interest ahead of the consumer. There are four obligations that an Agent must satisfy when making a recommendation:

1. **Care Obligation:** In making a recommendation, the Agent must exercise reasonable diligence, care and skill to know the consumer's financial situation, insurance needs and financial objections; understand the available options; and have a reasonable basis to believe that they addressed the consumer's situation known at the time of the recommendation and can adequately communicate the basis of their recommendation.
2. **Disclosure Obligation:** Prior to making a recommendation, the Agent must prominently disclose to the consumer on a prescribed form (the Model provides an [Appendix A](#) that can be utilized) a description of the sources and types of cash and non-cash compensation received by the Agent and a notice of the consumer's right to request additional information regarding cash compensation. While some states have adopted the Model and utilize Appendix A, other states may require a state-specific form. As such, it is pertinent to consult each state's specific suitability laws.
3. **Conflict of Interest Obligation:** An Agent must identify and avoid or reasonably manage and disclose material conflicts of interest, including those related to an ownership interest.
4. **Documentation Obligation:** An Agent must make a written record of their recommendation and the basis for their recommendation. In addition to the Best Interest Rule, carriers or third parties^[1] are now required to pre-screen all annuity applications for suitability before issuing a contract and Agents are required to provide a disclosure statement to all applicants in a form prescribed by the state in which they are soliciting the annuity contract. Agents must submit a complete suitability analysis form for each annuity contract that a customer intends to purchase, for all products, and in all states, regardless of whether that state has adopted the Model.

As referenced in [Appointments & Licensing](#), Agents in most states must complete a one-time 4-hr training course that includes Best Interest requirements approved by the Department of Insurance^[2], as well as a carrier-provided Product Specific Training (PST) before recommending an insurer's products to a customer. Any state approved 4-hr Continuing Education (CE) Annuity Training course will satisfy the requirement, if it includes the Best Interest requirements.

[Click](#) or scan
for the RSL
Suitability
page



[Click](#) or scan
to satisfy the
PST course
requirement
and/or view
each state's
CE
requirements



Course codes:

- RSL_PSTCOURSE_01 (Eleos, Apollo, and Keystone products)\
- RSLI_PST_02 (Reliance Guarantee products)
- RSLI_PST_03 (Reliance Accumulator products)

^[1] RSL allows qualifying broker dealers to perform a suitability review for its products as allowed under suitability regulations. Before allowing a broker dealer to review suitability for its products, RSL conducts a thorough analysis of the suitability review process including but not limited to the forms used and the information gathered to support the recommendation by agents affiliated with the institution. When requested, the third parties will provide a certification from a senior manager who has responsibility for the contracted function, which states that the manager has a reasonable basis to represent, and does represent, that the function is properly performed.

^[2] If an Agent previously took the 4-hr course prior to the effective date of the Best Interest Rule, then they can take a 1-hr course that includes Best Interest requirements.

Sales Practices

C. Selling to Seniors

Many states have adopted regulations that require Agents to follow specific procedures when selling to seniors. The NAIC has also adopted a model regulation that prohibits certain uses of senior-specific certifications and designations. This regulation, in concert with the Unfair Trade Practices Act, aims to prevent misleading and deceptive sales practices in the sale of life insurance and annuities. Specifically, the law prohibits the use of designations that imply that an Agent has a special level of expertise in senior financial planning, except in cases where the credential is truly warranted, and where the designating organization is accredited by a certifying agency whose standards are recognized and accepted by the NAIC. Agents are strictly prohibited from self-conferring titles that imply a specialty in senior planning. Examples of designations that imply special expertise would be using words such as “senior”, “retirement”, and “elder” in conjunction with words such as “advisor”, “specialist”, “consultant” and “planner.”

For more information on what constitutes proper versus improper use of designations and certifications, Agents may visit the National Association of Insurance Commissioners’ website at www.naic.org or scan the QR code.



Sales Practices

D. Replacement Activity

Most states have adopted the NAIC “Life Insurance and Annuity Replacement Model Regulation” or similar regulations when existing contracts are canceled, terminated or values removed to fund a new contract. Generally, “replacement” means any transaction in which a new annuity contract is purchased with funds from an existing life insurance or annuity contract through a 1035 exchange, IRA transfer, surrender and purchase or loan and purchase. Agents must understand what is considered a replacement in each of the states where they do business^[1], comply with applicable state laws regarding replacement, and follow RSL’s replacement policy contained in the Agent Agreement and/or any RSL communications.

Replacement activity may not always be in a client’s best interest. The appropriateness of a replacement is dependent on the client’s financial situation and the rates and terms of the contemplated new contract versus the existing life insurance or annuity contract. It is the responsibility of RSL’s Agents to disclose accurately and objectively all information that will enable the contract owner to determine if a replacement transaction is in their best interest. If a replacement is deemed suitable by the Agent and the client, all required replacement forms and disclosures must be completed and submitted to RSL in a timely manner.

Any replacement that violates RSL’s replacement policy can result in termination of appointment and the Agent Agreement, if applicable, as well as possible regulatory and/or disciplinary action by the Agents’ applicable state’s Insurance Department(s).

E. Trust Sales

RSL does not allow its products to be marketed or sold in connection with trust mills. A living trust mill is a marketing scheme that generally focuses on seniors, in which the actual business of the sales representative and true reason for the solicitation is often misrepresented. After the representative sells the customer the living trust and estate documents, the representative, or another representative working in connection with the initial representative, often attempts to sell an annuity to the client as part of their estate planning program.

Notwithstanding this risk, living trusts can be a suitable and essential tool of estate planning under certain circumstances. A living trust may benefit from owning an annuity to avoid probate of assets placed in the trust or distributing assets to beneficiaries intended by the grantor. Prior to the use of a trust, Agents must be fully knowledgeable about the client’s estate plan, their financial goals and the specific terms of the trust, especially the mode, manner and expected time period of payout. However, Agents may not act as trustee, trust protector or other fiduciary capacity for any trust holding contracts sold by the Agent except where the trust benefits an immediate family member of the Agent. Many states prohibit “self-dealing” in which the trustee invests the trust’s assets in a way that profits the trustee at the expense of the trust.

^[1] RSL is not authorized in New York and its products may not be sold or replaced in New York.

Sales Practices

F. Reverse Mortgages

RSL will reject any application if the funding source for the annuity is initiated from home equity installment loans, home equity lines of credit, reverse mortgages or other funding arrangements. If, after the issuance of the contract, RSL or the Agent subsequently discovers that the source of funding is derived from such monies, even if it was unknown at the time of the initial sale, RSL may refund the premium and chargeback commissions received from the sale.

G. Medicaid Planning

As RSL does not provide Medicaid planning, its Agents may not give such advice while acting on RSL's behalf nor may they refer to RSL products as "Medicaid-compliant" or reference any other similar term to describe RSL's annuities. Agents must advise their clients to consult a qualified attorney and/or the respective state Medicaid office prior to the purchase of an annuity.

H. Annuity Sales on U.S. Military Installations

The Military Personnel Financial Services Protection Act prohibits the solicitation and/or sale of any insurance product to a member of the Armed Forces or their dependent on a military installation of the United States, unless a disclosure is provided to the member or dependent at the time of the sale or offer. In compliance with this Act, a "Sale to Military Personnel Disclosure Form" (Form EF-2893) must be completed for any annuity solicitations taking place on a U.S. Military base.

Sales Practices

I. Advertising Review

The majority of the tools, sales literature and procedures used in the sale of a product are governed by state life insurance and annuity regulations. Only advertising material^[1] that has been approved by RSL can be used in the marketing of RSL products. RSL will not allow any advertising that is unfair or misleading. This includes, but is not limited to, any advertising that:

- Fails to clearly indicate that the product is an annuity product
- Fails to identify RSL as the issuing company
- Describes benefits that are not consistent with the contract
- Minimizes the inherent risks or costs of the policy
- Omits relevant information in a misleading way
- Makes unfair or incomplete comparisons
- Is not current or approved
- Disparages competitors

Prior to use of any advertising piece, Agents must obtain approval for such advertising directly from RSL's Administrative Office by either fax at (267) 256-4752 or email at: annuity.marketing@rsl.com.

RSL may provide Agents with preapproved materials for sale of annuity products, however Agents may not alter or modify any RSL-prepared and approved advertising. Any material marked "for advisor use only" or similar language may not be distributed to the public or posted on a public website. RSL reserves the right to review or audit Agent files that contain advertising materials referencing RSL's name or mentioning RSL's products. The use of unauthorized materials will result in immediate termination of the Agent(s) involved.

Agents must obtain approval from RSL's Administrative Office for advertising prior to use. Fax (267) 256-4752 or email at: annuity.marketing@rsl.com.



J. Do Not Call Registry

The Telephone Consumer Protection Act prohibits telephone and fax solicitations to members of the public made by all commercial organizations, such as insurance companies, absent express written or verbal consent of the consumer. Many states have also adopted similar laws against unsolicited calls and facsimiles. Agents must search the national registry and applicable state "Do Not Call" registries before making calls to residential phone numbers.

^[1]The NAIC defines advertising as "material designed to create public interest in insurance products such as life insurance or annuities or in an insurance company, or in an insurance Agent; or to induce the public to purchase, increase, modify, reinstate, borrow on, surrender, replace or retain an insurance product..."

Sales Practices

K. Non-Resident Sales

Insurance products are typically sold within the state in which the client resides or, in the case of an entity, where the company is situated. However, there are certain situations in which the sale of a product outside of the owner's state may be appropriate. Such situations generally occur when the owner has a connection to or engages in activities within the nonresident state. This is sometimes referred to as "material interest" or "nexus."^[1]

Below are examples of when the purchase of contract outside the resident state may be appropriate:

- The owner has a second residence in the state (own or rent)
- The owner is employed in the state or has regular business dealings in the state
- The owner is different from the annuitant and the sale is taking place in the resident state of the annuitant
- The owner is a family member or has a business relationship with the Agent/registered representative and the sale took place in the state of the Agent/registered representative;
- The owner is a trust and the sale was conducted in the resident state of the trustee or the situs state of the trust
- The owner has power of attorney (POA) acting on their behalf and the transaction was conducted in the resident state of the POA

Even if a nexus or material interest is established and the insurance product can be sold in another state, it is never acceptable to meet with a client in another state for the sole purpose of selling an insurance product.

As discussed in the footnote under Replacement Activity, RSL is not licensed to do business in the state of New York and, consequently, it may not sell or issue products in New York. If an RSL Agent has a client who is a New York resident or business with a valid reason to purchase an annuity outside of New York, then the RSL Agent may continue with the sale only if:

- the application/request form/order ticket is written by the Agent and is signed by the New York resident while they are physically in a state other than New York
- the contract, if issued, is physically delivered to the owner in the same state that the application/request form/order ticket was taken
- the Agent is appropriately licensed, contracted and appointed in the state where the application/request form/order is taken
- the Agent has a physical office (not a post office box) in the state where the application/request form/order ticket is taken

[1] However, the states of Massachusetts, Minnesota, Oregon, Utah and Washington prohibit their residents from engaging in a nonresident sale even if a material interest or nexus exists.

Sales Practices

L. Illustrations

Sales illustrations demonstrate how the annuity value accumulates and use both guaranteed and non-guaranteed elements. Agents are required to identify non-guaranteed elements as projection of how a contract may perform and must show the complete illustration with no pages omitted.

M. Elder Financial Exploitation

Elder financial exploitation is the fraudulent or otherwise illegal, unauthorized act of an individual who takes advantage of the resources of an older individual for monetary or personal benefit. RSL mandates that all Agents report any instance of known or suspected elder financial exploitation.

ANTI MONEY LAUNDERING (AML) PROCEDURES

Section A

Background

Section B

Agent and RSL
Responsibilities

AML Requirements

A. Background

The U.S. Patriot Act (“the Patriot Act”) includes provisions intended to prevent the insurance sector from being used for money laundering and terrorist financing by criminals and terrorists. The Patriot Act requires insurance companies to establish anti-money laundering (AML) programs that comply with minimum standards developed by the U.S. Department of the Treasury.

Money laundering is a complicated process that can involve cash, or cash equivalent, transactions. Illegally obtained money is filtered through a series of transactions that eventually make the money appear to be obtained from “clean” or legal activities. The money laundering process has been described as having three phases that often overlap: placement (injecting ill-gotten proceeds into the financial system); layering (separating illicit proceeds from the criminal source); and integration (putting the proceeds back into circulation). Terrorist financing involves the use of money, which may be lawfully obtained, to fund illegal activities. Because the transactions often have a legitimate origin and can often involve small amounts of money, terrorist financing can be more difficult to identify than money-laundering activities. However, an effective AML program can help in detecting this type of funding.

AML Requirements

B. Responsibilities of RSL and its Agents under the Act

RSL is committed to preventing any activity that facilitates money laundering or funding of terrorist or other criminal activities. As such, it has developed and implemented a written AML program that complies with all applicable laws and regulations, including identification verification and recordkeeping requirements

Additionally, RSL performs enhanced due diligence reviews of all customers by running names against the U.S. Department of Treasury's Office of Foreign Assets Control's (OFAC) Specially Designated Nationals list, which includes targeted foreign countries and regimes. RSL will not authorize a transfer of money to an individual or entity that appears on the OFAC lists.

Agents must comply with the "know your customer" rule under the Patriot Act, which requires positive identification of every annuity applicant through a government-issued photo identification card. Agents must also verify the source of investment assets, the nature of the client and the objectives for which the insurance products are being purchased. Agents should expect to collect and retain information needed to assess the risk associated with a particular transaction, and specifically, to identify customers in high-risk business or high-risk geographic locations or those using products or services that may be more susceptible to abuse in money laundering activity.

A transaction shall not be completed if the Agent believes that it involves the proceeds from criminal activity, violates AML law or is not compliant with RSL's AML policies. In addition, Agents are to report any "suspicious transactions," which are generally those aggregating \$5,000 or more and there is reason to suspect that the transaction (i) involves funds derived from illegal activity or are intended to hide funds derived from illegal activity; (ii) is designed to evade reporting requirements imposed by Federal law; (iii) has no apparent lawful purpose or is not the sort in which a particular customer would be expected to engage; or (iv) involves the use of RSL to facilitate criminal activity. Insurance agents as well as RSL are protected under federal law from liability for disclosing possible criminal activity to RSL, law enforcement, and certain government supervisory agencies. All reports of suspicious activity, as well as the fact that a report has been filed, must be kept confidential and customers cannot be notified that such a report was filed.

In accordance with the Patriot Act, all agents appointed to sell RSL's products must undergo direct training on identifying suspicious customer behavior and transactions as well as procedures to report suspicious activities to RSL.

To access RSL's comprehensive AML Policy, [click](#) or scan the QR code.



NEW BUSINESS PROCEDURES

Section A

Submission of
New Business
and Applications
Not in Good Order

Section B

Policy Issue

New Business Procedures

A. Submissions of New Business and Documents Not in Good Order (NIGOs)

All new business must be submitted as follows:

1. Fully completed and signed application, check or wire transfer.
2. Fully completed and signed Suitability and Customer Identification Form.
3. Fully completed and signed Surrender/Exchange, IRA Rollover and Direct Transfer Form (if applicable).
4. Fully completed and signed preliminary statement, notice to policyholder, and disclosure form.

Agents must thoroughly review all documentation prior to submission. NIGO applications will cause RSL to return the application to the Agent or issue amended policies.

Below are the most common reasons that applications are Not In Good Order and are returned:

1. Incorrect state application form submitted
2. Incorrect or incomplete date of birth for Owner or Annuitant
3. MVA plan box is checked but the “does not include MVA” box is checked or the “does include MVA” is not checked;
4. Applications for 401K or 403B plans are accepted but are not offered by RSL;
5. Annuity plan section lists incorrect guarantee period and/or interest rate (e.g., plan selected is Eleos and a 10-year rate guarantee is entered)
6. Annuity plan section indicates incorrect surrender period
7. Multiple tax status selections indicated
8. Incorrect tax status and/or payment/funding method
9. Incorrect owner and/or annuitant listed on application
10. Replacement indicated for cash application
11. Incorrect replacement info provided on application
12. Signatures not conforming to indicated roles on application
13. Plan documents/copy of trust not received to support designation of ownership
14. Product Specific Training or state-mandated CE has not been completed

Agents may submit annuity applications and paperwork electronically using the RSL Agent Web portal. The Annuity Order Entry (AOE) platform allows Agents to use an electronic signature, for faster processing.

Access the RSL Agent Portal, [click](#) or scan the QR code.



[1] However, the states of Massachusetts, Minnesota, Oregon, Utah and Washington prohibit their residents from engaging in a nonresident sale even if a material interest or nexus exists.

New Business Procedures

B. Policy Issue

Following receipt of all required documents, including the appropriate Disclosure Statements for Traditional IRAs or Roth IRAs annuities, contracts are issued within 3 to 5 business days. Fixed and indexed contracts with multiple premium sources will be issued as one contract and effective when the final payment is received. For applications submitted as exchanges, rollovers or transfers prior to a rate reduction, an extended rate lock is provided for 45 days from the date RSL sends the paperwork to the existing financial institution. As discussed in more detail below, policy delivery receipts are mailed out with all annuity contracts and must be completed and returned by the Agent.

Fixed Index policies (Keystone 5, 7, and 10 and Accumulator 5, 7 and 10) will be issued on the 1st and 15th of every month, or the next business day thereafter. Paperwork must be received in good order at 1700 Market Street, Ste 1200, Philadelphia, PA 19103 on the business day before an issue date to be processed on that issue date.

CONTRACT DELIVERY & DELIVERY RECEIPTS

Contract Delivery Receipt (“Delivery Receipt”) or other proof of mailing (Certified or Overnight delivery) is imperative in the event of a delivery dispute with the owner. Many regulators deem a lack of a receipt as a failure by the insurer to deliver. As a consequence, an owner may be entitled to exercise their right to Free Look the policy, resulting in a loss of business and a chargeback of the Agent’s commissions.

RSL includes a Delivery Receipt^[1] with every annuity policy issued. It is the responsibility of the Agent to obtain the owner’s signature on the Delivery Receipt and return it to the RSL New Business Unit at 1700 Market Street, Ste 1200, Philadelphia, PA 19103. If an Agent delivers the contract through regular U.S. mail, the package should be sent certified or registered mail with a return receipt requested, or the Agent should obtain a certificate of mailing showing the date the policy was mailed. In this case, a copy of the return receipt or the certificate of mailing should be sent to RSL in lieu of the Delivery Receipt. If Delivery Receipt or other proof of mailing is not received by RSL within 60 days from the date the policy was mailed, it may chargeback the Agent’s commissions. Excess Commission, as referenced in [Appointments & Licensing](#) will be released once the signed delivery receipt is returned to RSL and the state mandated Free-Look Period expires.

^[1]The states of California, Louisiana, Pennsylvania, South Dakota and West Virginia require RSL to obtain proof of delivery from its Agents. These states also require that such documentation be retained for at least five (5) years.

ACCOUNT MAINTENANCE

Section A

Customer Privacy
& Confidentiality

Section B

Record Retention

Section C

Customer
Complaints

Section D

Community
Property State
Requirements

Account Maintenance

A. Customer Privacy and Confidentiality

RSL will provide appointed and licensed agents access to the Agent Web Portal that enables them to access their clients' account information. RSL considers the log-in information as proprietary business information which must be kept confidential. Under the Agent Agreement, both RSL and the Agent agree to keep each other's non-public personal information and proprietary information confidential and to use it for no other purpose than to fulfill their obligations under their agreement.

It is the Agent's responsibility to comply with federal and state laws pertaining to the use and protection of a client's identifying public personal/non-personal and financial information. Agents shall have security and privacy controls in place to address the management of security and data protection. Customer information should only be collected, used, and disclosed in accordance with consumer privacy notices and authorizations by RSL. Agents are expected to implement customer information protection safeguards that are appropriate to their own circumstances including secure disposal.

In the event of a data breach or other suspicious cyber activity, the Agent must promptly advise RSL of such breach and/or activity and cooperate with RSL to provide reasonable assistance to ensure compliance with all state and federal privacy laws and any required response plan.

B. Record Retention

Agents are responsible for maintaining clients' files, which includes advertising materials, sales illustrations, client meeting notes, phone call documentation and customer correspondence, as well as the suitability information provided by the customer and any communications that records the Agent's recommendation. Maintaining adequate client files is essential for responding to customer or regulatory authority inquiries at a later date. This documentation is also necessary in the event of a state market conduct examination. All such records should be maintained in a format, either hard copy or electronic, that is easily accessible by all applicable persons or entities.

Although state regulations vary regarding the length of time records should be maintained, generally it is recommended that all active client files be maintained indefinitely and all inactive client files be maintained for seven years from date of termination. Failure to maintain adequate files may result in disciplinary action.

Account Maintenance

D. Customer Complaints

RSL regards a customer complaint as an extremely serious issue and appropriate handling of such a complaint is a priority for the organization. RSL considers a complaint to be any written or verbal communication by a customer, legal counsel or other representative or a regulatory entity alleging financial impropriety, or alleging a grievance concerning the sale, servicing or administration of products issued by RSL and/or sold by Agents appointed by RSL.

All complaints, regardless of the source, shall be reported immediately to RSL. If an Agent receives a verbal complaint, they should advise the complainant to submit the grievance in writing so that it can adequately be addressed. If the Agent receives a complaint directly, they should immediately forward it to the RSL Legal/Compliance Department for review and response.

RSL will review the initial documentation to determine the approximate area for investigation and respond to the complaint in a timely manner. An Agent must respond promptly and completely to RSL's requests for information concerning a complaint, which often requires a written summary of the facts and circumstances related to the complaint. Failure to promptly provide this information may result in disciplinary action, such as monetary damages or fines and/or termination.

Complaints can be directed via email to Reliance
Standard's Compliance Counsel, [click](#) scan the QR code.



E. Community Property State Requirements for Annuity Distributions

For Non-Qualified distributions, the states of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin require a spouse's signature. If the annuity was purchased prior to marriage, RSL will accept a marriage certificate to prove that the signature of the spouse is not required. Likewise, if the annuity was purchased after a divorce, RSL will accept a divorce decree to prove that the signature is not needed.

CONTACT INFORMATION & RESOURCES

Section A

Interest Rates

Section B

Customer Care

Section C

Sales Support

Section D

Licensing &
Contracting of
Agents

Contact Information & Resources

A. Interest Rates

For current interest rate information on RSL annuity products, visit the [RSL website](#).

B. Customer Care

Status on new business submissions and commissions:

- Go to the Annuity Information Center on the [RSL website](#)
- Contact Customer Care at 800-435-7775
- General New Business eApps Fax Line: 267-500-1437

For AnnuityNet and Affirm submissions:

- Fax 267-765-5955 | Email eApps@rsli.com

For questions regarding all in-force business, including annuity claims status, contact the Customer Care Center:

- Phone: 800-435-7775
- Fax: 267.256.3532
- Email: RetirementServices@rsli.com

In-force policy information:

- RSL's automated voice response system: 800-435-7775
- Go to the [RSL website](#)
- In-Force Annuity Administration Unit's fax number: 267-256-4713.
 - This fax line can be utilized to fax withdrawal requests, Required Minimum Distribution (RMD) election forms, address changes, etc. However, Beneficiary Designation forms and Transfer of Ownership forms are not accepted by fax as original documents and signatures are required.

C. Sales Support

For product, marketing and advertising questions, or to obtain a login for website access, contact the Annuity Sales Desk at 800-435-7775 Extension 3696, or email annuity.marketing@rsli.com.

D. Licensing and Contracting of Agents

To submit contracting paperwork and/or licensing inquiries, email: agentappointments@rsli.com. Emails will be responded to within 48 hours.

Fax appointment paperwork to 267-256-3540. General licensing inquiries, call 800.435.7775, ext 4040.

Click or scan to go to the RSL website



Click or scan to email AnnuityNet & Affirm submissions



Click or scan for to email the Customer Care Center



Click or scan for to email the Annuity Sales Desk



Click or scan to email contracting or licensing inquiries



CONCLUSION

Through this Guide, RSL intends to establish a framework for compliance with applicable laws, regulations and requirements, however it is not considered a comprehensive compilation of all of its substantive compliance policies and procedures. RSL developed this Guide and its various other compliance guidelines in its effort to subscribe to the highest principles of ethical market conduct in the insurance industry. To assist RSL in achieving this goal, it expects its Agents to abide by all applicable laws and regulations and uphold the rules set forth in the Agent Agreement.

Visit the **Training and Compliance** section of the **Agent Web Portal** for additional requirements.

Scan the QR code or go to:
<https://www.reliancestandardlife.com/professionals/training-and-compliance>.



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