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AGENT/EMPLOYER MEMORANDUM OF UNDERSTANDING (MOU)

1. The Cincinnati Life Insurance Company ("Company") enters into this MOU with _____
Name of Firm

Address Phone #
(Employer) for the purpose of providing selected individually owned insurance program(s) of ☐ LIFE ☐ OTHER _____
to the employees at the following location(s): _____

It is understood that _____ will be the Agent.
Name of Agency

2. The Employer agrees to provide adequate facilities to be used by the independent Agents for sales presentations, counseling, enrollment and re-enrollment on specified dates to be agreed upon by the parties. The Employer also agrees to notify employees of the availability of the voluntary insurance program(s), but no endorsement is recommended. Employees eligible to participate must work at least _____ hours per week and must have been employed continuously for _____ months.
3. The Employer agrees to honor payroll deduction authorizations executed by its employees for the insurance coverage issued to the individual employees by the Company.
4. The Company agrees to render a billing statement to the Employer at specified intervals to be agreed upon by the parties. This billing statement indicates individual employee identification and the premium charge attributed to each employee for the bill. The purpose of this bill is for the Employer to collect premiums through voluntary payroll deductions.
5. The Employer agrees to remit both the billing statement and premiums collected to the Company as indicated on the billing statement no later than 10 days after the due date. Any changes are noted by the Employer on the billing statement.
6. The Employer may terminate this MOU upon giving at least 30 days' written notice to its employees and the Company.
7. The Company may cancel this MOU upon notice to the Employer if the Employer becomes delinquent in remitting the voluntary payroll deductions as indicated on the billing statement. For all other reasons, the Company may terminate this MOU upon giving not less than 30 days' written notice to the Employer and to all employees insured with the Company.
8.
 - a. The Employer assumes no responsibility for paying an individual premium after an employee is terminated. However, the Employer agrees to advise the Agent or Company of any termination of an employee enrolled in the program(s) as provided on the billing statement.
 - b. The Employer assumes no responsibility with respect to the Employee owned insurance program(s) except the minimal involvement stated in this MOU.
 - c. The Employer is solely responsible for expenses incurred by the Employer, for premium collected in connection with carrying out this MOU and any obligations under The Employee Retirement Income Security Act (ERISA) if the Employer's involvement or payment of premiums creates an ERISA welfare benefit plan. For avoidance of doubt, the Company and the Agent are marketing and providing the employees access to an individually owned insurance offering regulated under state insurance laws and are not offering a group insurance product, employer owned product or employer sponsored welfare benefit offering. Employer acknowledges that any involvement to include payment of the individual employee's premiums could impact this insurance program's eligibility under ERISA's voluntary plan exemption. Employer is responsible for any involvement that intentionally or inadvertently creates an ERISA welfare benefit plan and should consult with legal counsel for any questions.
9. The conditions of this MOU do not in any way modify or control the provisions of any contract of insurance between any employee and the Company.

Name and Title of Person Handling Payroll Deduction _____
If Employer has more than one location, attach names of persons who handle payroll at each location.

Dated at _____
City State Month Day Year

By _____ By _____
Principal of Employer Firm Agent