



## LICENSING & APPOINTMENT INSTRUCTIONS

- **Licensing:** You must be licensed in a state before you can solicit business in that state.
- **AML Certification:** You must have completed AML training and be able to provide certification (except for LIMRA AML training which we will verify directly with LIMRA).
- **Appointment:** Please note, any agent writing business in the state of **Georgia** or the **District of Columbia** **must wait to be appointed** before an application is taken. If you are already appointed with MONY/MLOA or AXA Equitable but not for the current application state, you must send in a copy of your state license and, if not previously completed, a signed Independent Agent Sales Agreement.
- **New Appointment:** We strongly recommend that all first appointments with AXA Equitable or MONY/MLOA be submitted two weeks before the first application is taken, however, except for the jurisdictions mentioned above, you may submit the required appointment paperwork at the same time as the application. All appointment paperwork must be sent to and approved by your General Agency which will then send the paperwork to AXA Equitable.
- **L&C Paperwork:** Please complete the following forms listed below if you are a new agent and are seeking an appointment for **life** business. It is important to note that Form B is **not** required **if** your General Agent has agreed with AXA Distributors to receive all commissions.
  - Agent Profile: Form A
    - Please note the agent's resident street address and signature **are required** in order to conduct a background check.
  - Agent Profile: Form B
  - Independent Agent Sales Agreement
  - Proof of E&O which must consist of at least \$500,000 per occurrence and \$1 million aggregate. The Certificate must list the types of business/activities in which you will be engaged. (Example: Securities, Mutual, and/or Life).
  - Copies of applicable State License(s)
- If you are a new agent to AXA Equitable and are seeking an appointment for **variable annuity** business, please contact your broker dealer or our L&C Department located in Secaucus, New Jersey for correct licensing and appointment instructions/documentation: AXA Equitable/200 Plaza Dr./4th Floor/Secaucus, NJ 07094 Phone#: 800-789-7771
- **Appointment Fees:**
  - AXA Equitable requires the agent to provide a non-resident appointment fee if indicated by the state
  - Checks are required to be made payable to AXA Equitable
  - Non-resident fees are waived if an agent submits business within 30 days of his/her General Agency submitting the agent's licensing and contracting paperwork to AXA Equitable. Please note such requests should be indicated by the GA on a cover page included with the agent's paperwork to ensure the non-resident appointment is processed in a timely manner.

**The General Agency may attach scanned documents to an email, fax or mail an agent's documentation:**

- **Group Email Address:** [LifeLicensing@axa-equitable.com](mailto:LifeLicensing@axa-equitable.com)
- **FAX#:** 800-657-2911
- **Mail at:** AXA Equitable  
Attn: L&C / 80 Scott Swamp Rd.  
Farmington, CT 06032
- **Phone #** 866-262-6669 Option #2

**Agent Profile**

**AXA Equitable**  
80 Scott Swamp Road  
Attn: L&C  
Farmington, CT 06032  
866-262-6669 Toll Free  
[LifeLicensing@axa-equitable.com](mailto:LifeLicensing@axa-equitable.com)  
800-657-2911 Fax



**AXA Equitable Life Insurance Company is the parent company of AXA Distributors, LLC.**

I am requesting an appointment to:  AXA Equitable  USFL  MLOA  MONY

Name:

Social Security Number: - - Date of Birth:

Resident Address:

City: State: Zip: - County:

Business Address:

City: State: Zip: - County:

Home Telephone Number: ( ) E-mail Address:

Form B of the Agent Profile is required if checks are made payable to a Sub-Producer Corporation, Wirehouse or Broker Dealer.

Checks are payable to the:  General Agency  Agent  Other (Sub-Producer Corporation, Wirehouse, Broker Dealer)

**\*Please review and circle an answer for each question. If yes, please provide details.**

Are you NASD licensed/registered? YES NO

Please circle your current licensed/registered series if applicable: 5 6 7 22 24 26 52 53 56 66 Other(s): \_\_\_\_\_

Broker Dealer Affiliation: \_\_\_\_\_ Agent CRD Number: \_\_\_\_\_

Have you ever held or currently hold, a MONY or AXA Equitable contract? YES NO Termination Date: \_\_\_\_\_

If yes, please provide a producer number \_\_\_\_\_ and/or agency number \_\_\_\_\_

**\*Please review and circle an answer for each question. If yes, a written explanation from the agent is required. Please use the comment section below to provide details or send a separate attachment with the agent profile. Failure to provide supporting evidence and/or an explanation will prolong your appointment process.**

- YES NO #1 Have you ever had your insurance license or securities registration suspended or revoked?
- YES NO #2 Are there any outstanding or pending judgments or liens filed against you?
- YES NO #3 Are you involved in any pending or current litigation, investigations or Errors and Omissions claims?
- YES NO #4 Have you had any Errors & Omissions claims in the past 3 years?
- YES NO #5 Within the past 5 years, have you ever initiated bankruptcy proceedings or been declared bankrupt?
- YES NO #6 Within the past 10 years, have you ever had a complaint filed against you?
- YES NO #7 With the exception of routine traffic violations, have you ever been convicted of or plead guilty or nolo contendere (no contest) in court to a misdemeanor a felony?

**COMMENTS**

**First Advantage Corporation 2600 Stanwell Drive Suite #100 Concord, CA 94250 Phone #1-800-232-0247**

**The agent's signature is required below in order for AXA Distributors to obtain an identity, financial, criminal, and state insurance background verification from First Advantage Corporation.**

I hereby authorize AXA Distributors to obtain an investigative consumer report on me. I further authorize any employer, credit bureau, consumer reporting agency or any other custodian or financial, personal or professional information regarding me to release to AXA Distributors any and all data respecting my duties, personal and professional behavior, credit and financial information. A photocopy of this authorization shall be deemed as valid as the original and this authorization shall remain in full force and effect for a time period of two years from the date hereof. I acknowledge that I have read and understand the notices above

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

# Agent Profile

## AXA Equitable

175 Powder Forest

Attn: L&C

Simsbury, CT 06070

866-262-6669 Toll Free

800-657-2911 Fax



**AXA Equitable Life Insurance Company is the parent company of AXA Distributors, LLC.**

Agent Profile Form B is required if commissions are made payable to a Sub-Producer Corporation, Broker Dealer, or Wirehouse. Please note a tax id and license copy **are also required** in order for the entity to receive commissions. Please note the Commissionable Address information is only needed if the agent's check is being mailed to a different address other than the company address listed below.

**Pay Commissions to the agent's:**  **Sub-Producer Corporation**  **Broker Dealer**  **Wirehouse**

Company Name: \_\_\_\_\_ Company Tax ID # \_\_\_\_\_ -

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - County: \_\_\_\_\_

Business Telephone Number: ( \_\_\_\_\_ ) Business Fax Number: ( \_\_\_\_\_ )

**Selecting this box confirms the check will be mailed to a different address other than the company address listed above:**

Commissionable Address: \_\_\_\_\_

C/O: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - County: \_\_\_\_\_

**FORM B**



**SUB-PRODUCER SCHEDULE 90%**

The schedule below reflects compensation to be directed to \_\_\_\_\_ as a \_\_\_\_\_ **Print Sub-Producer's Name** percentage of premiums received on AXA Equitable Life Insurance Company, MONY Life Insurance Company or MONY Life Insurance Company of America business that is produced on or after \_\_\_\_\_.

Net Worth Financial Group, LLC      BGA # 809708

**Date**

**Print Brokerage Agency Name**

**AXA Equitable Life Insurance Company**

Product	First Year		Renewal Comp Yrs 2-10
	Compensation	Excess	
<b>**Athena UL – DB w/CVPlus</b>			
	25%	2%	Yrs 2-6 13.0%***
			Yrs 2-10 1.5%
<b>**Athena UL DB</b>			
	90%	2%	1.5%
<b>Athena UL ESLI</b>			
	45%	2%	Yrs 2-6 9%***
			Yrs 2-10 1.5%
<b>Athena SUL III</b>			
	90%	2%	Yrs 2-10 1.5%
<b>Athena SUL III w/CVE</b>			
	45%	2%	Yrs 2-6 9%***
			Yrs 2-10 1.5%
<b>Athena UL , Series 150</b>			
	90%	2%	Yrs 2-10 1.5%
<b>Athena UL, Series 150 w/CVPlus</b>			
	45%	2%	Yrs 2-6 9%***
			Yrs 2-10 1.5%

**\*\*Note:** Athena UL-DB will be removed from the product portfolio in approved states 30 days after the Athena Universal Life product is introduced

**SUB-PRODUCER SCHEDULE 90%**

**Special Provisions:**

\*\*\* Deferred Compensation is paid in policy years 2-6 on premiums received up to the commissionable target premium during the first policy year for **Athena UL-ESLI and for** policies with the CVE or CVPlus rider. The policy must be in force at the beginning of the policy year to earn that year's deferred first-year commission. Any unpaid deferred first-year compensation is paid in a single sum if the policy terminates due to the death of the insured during the deferral period.

**“CTP” is the amount set forth in the illustration (or conforming illustration) for the Life Policy in question as the Commissionable Target Premium.**

<b>Product</b>	<b>First Year Compensation</b>	<b>Levelized Compensation</b>	<b>Renewal Compensation Yrs 2-10</b>
<b>Term Series 147/148 ROP/149</b>			
<b>Annual Renewable Term</b>	70%	-	2.5%
<b>Term 10 147 &amp; 149</b>	75%	-	-
<b>Term 15 147 &amp; 149</b>	85%	-	-
<b>Term 20 147, 148 ROP, 149</b>	95%	-	-
<b>Term 25 148 ROP Only</b>	95%	-	-
<b>Term 30 147, 148 ROP, 149</b>	95%	-	-
<b>Term Series 147 &amp; 149 High Profile</b>			
<b>Annual Renewable Term</b>	9.5%	Yrs 2-8 9.5%	-
<b>Term 10</b>	10.5%	Yrs 2-7 10.5%	-

**Calculation of Premiums:**

Policy fees will not be included in determining the amount of Premiums received in Policy Year 1 for the purpose of calculating compensation. Compensation on Policies which include additional benefit provisions will be the same as those for the base Policy. No compensation will be due and payable on Premiums charged for any extra hazard except as determined by AXA Equitable pursuant to its internal procedures then in effect. Compensation of 5% will be paid on any temporary extra Premiums received in Policy Year 1 only.

**SUB-PRODUCER SCHEDULE 90%**

**AXA Equitable Life Insurance Company**

<b>Product</b>	<b>First Year Compensation</b>	<b>Renewal Comp Yrs 2-10</b>	<b>Excess</b>
Interest Sensitive Whole Life – ISWL Series 149	90%	1.5%	-

**MONY Life Insurance Company  
MONY Life Insurance Company of America**

<b>MONY Fixed annuity</b>	<b>First Year Compensation</b>	<b>Renewal Comp Yrs 2-10</b>	<b>Excess</b>
<b>Ages 0-79</b>	5%	-	-
<b>Ages 80+</b>	2.5%	-	-

**Commission Chargeback Schedule**

**Life Chargeback rules (Applicable to policies issued in all states):**

- For surrender/forfeiture of any policy that uses a standard 12 month period for determining first year compensation, a chargeback for any unearned premiums will apply.
- Compensation paid on any Athena UL-DB with CVPlus Rider, Athena SUL III with CVE Rider, and Athena UL ESLI is subject to a chargeback if such Life Policy is surrendered or terminated for any reason other than death of the insured or the last surviving insured, respectively, in the first two Policy Years. In such event, the General Agent shall promptly repay to the Distributor a portion of all commissions and expense allowances paid in respect of such terminated or surrendered Life Policy according to the following schedule:

<b>Termination Month</b>	<b>Recovery Percentage</b>	<b>Termination Month</b>	<b>Recovery Percentage</b>
1-12	100.00%	19	41.67%
13	91.67%	20	33.33%
14	83.33%	21	25.00%
15	75.00%	22	16.67%
16	66.67%	23	8.33%
17	58.33%	24	0%
18	50.00%		

## INDEPENDENT AGENT SALES AGREEMENT

I have applied to Net Worth Financial Group, LLC (the "BGA") for authorization, on a non-exclusive basis, to solicit applications for and service certain life insurance and annuity products ("Company Products") of AXA Equitable Life Insurance Company, MONY Life Insurance Company, MONY Life Insurance Company of America, U.S. Financial Life Insurance Company or other insurance company affiliate or subsidiary of any of the foregoing. Reference herein to the "Companies" shall mean one or more of such insurance companies, as applicable. Reference herein to the "Company" shall mean the insurance company issuing any particular Company Product. The BGA has informed me that entering into this Independent Agent Sales Agreement is a condition of such authorization. Accordingly, I hereby agree, for the benefit of AXA Distributors, LLC and its affiliated insurance agencies (collectively, the "Distributor"), as follows:

1. **No Modification.** I have no authority to and will not alter, modify, waive or change any of the terms, rates, or conditions of any Company Product.
2. **Compliance with Laws Regulations, Codes of Conduct and Rules and Procedures.** I will solicit applications for and service Company Products in compliance with all applicable federal, state, and local laws and regulations, including without limitation insurance laws and regulations and such codes of conduct and other rules and procedures, including without limitation, rules and procedures regarding replacements, as may be issued by the BGA, the Distributor or the Companies. I will not solicit applications for Company Products unless I am properly licensed and, if required by law, appointed to the Company.
3. **Suitability.** I will not recommend any Company Product unless I have reasonable grounds, after inquiry, to believe it is suitable for the applicant.
4. **No Representations.** I will not make any statements concerning a Company Product which is contrary to or inconsistent with the terms and conditions thereof.
5. **Initial Premiums.** I will not accept any sums on behalf of a Company other than checks signed by the applicant in payment of the first premium payable to the Company, and I will not endorse checks payable to a Company or pay premiums out of my account.
6. **No Surrender or Exchange.** I will not encourage a prospective purchaser to surrender or exchange an insurance policy or contract issued by a Company in order to purchase a Company Product without the prior written consent of the Distributor. I understand that either no compensation or a reduced compensation will be paid in the event any policy issued by one of the Companies is replaced with a policy issued by the same Company or any other Company Product.
7. **No Life Settlements or Sales of Interests to Persons without an Insurable Interest.** I will not sell a Company Product to any person if I know or have reason to believe that such sale is being made, in whole or part, for the purpose of resale or to otherwise transfer any of the rights of ownership or benefits under the policy directly or indirectly to a third party. I will not endorse, promote, encourage or participate in the sale of Company Products with the intention or expectation of effecting life settlements or otherwise directly or indirectly creating or transferring any rights of ownership or benefits in whole or part to a person who is not related to the insured or does not have a pre-existing insurable interest under state law. I will promptly notify the Distributor of any sale or prospective sale of a Company Product if I discover, am notified, or have a reasonable basis to suspect that a Company Product is being purchased with the intention or expectation of resale or other direct or indirect transfer, in whole or in part, of any

rights or benefits of the purchaser or any beneficiary thereunder. I acknowledge that the use of financing to purchase a Company Product may be a reasonable basis to suspect that a purchase is being made with the intention or expectation of resale or transfer.

8. **No Bank Sales.** I will not solicit applications for Company Products on or from the premises of a banking, savings, or similar institution (“Bank”) or utilize Bank contacts, referrals or lists of customer or employees to solicit applications for Company Products.

9. **Applications.** I will forward all completed applications, checks and supporting materials to the BGA promptly following receipt thereof. I understand that the Company may accept or reject any application in its sole discretion.

10. **Delivery of Policies and Contracts.** I will deliver policies and contracts issued by a Company to purchasers promptly following receipt thereof. I will not deliver a policy or contract (1) until all outstanding requirements have been satisfied and the initial premium has been paid or (2) if there has been a change in the health, medical history, avocation, occupation, or insurability of the proposed insured since the date of the original application.

11. **Approved Sales Materials.** I will not use or distribute any illustration, brochure, sales script, seminar or other types of presentation, advertising, direct mailing or any other sales materials relating to the Distributor, the Companies or the Company Products without the prior written approval of the BGA.

12. **Names and Trademarks.** I will not use the name of any Distributor or Company or any trademark, service mark, symbol or trade style of any Distributor or Company without the express written consent of such Distributor or Company, as the case may be.

13. **Professional Liability Insurance.** I will maintain, at all times during the term hereof, professional liability insurance in such form and amounts as the Distributor may require issued by an insurer having an A.M. Best’s rating of A VIII or better. I will promptly notify the BGA if my professional liability insurance is suspended or terminated.

14. **Books and Records.** I will make all books, accounts and records regarding the solicitation of applications for and servicing of Company Products available for inspection by representatives of the Distributor and the Companies at my office on reasonable demand during normal business hours.

15. **Investigations and Proceedings.** I will cooperate with the Distributor and the Companies in any judicial or regulatory investigation, proceeding or inquiry relating to the solicitation of applications for and/or servicing of Company Products and promptly advise the Distributor of any notice or communication I may receive in connection therewith. I will promptly forward to the Distributor and the Companies any Summons or Complaint served upon me which names any of them as a party to the litigation or which seeks production of Company documents.

16. **Complaints.** I will promptly forward to the Distributor a copy of each complaint received from a customer or a regulatory agency concerning the solicitation of applications for and/or servicing of Company Products. I will provide all information with respect to each such complaint as the Distributor may request and will cooperate with the Distributor and the Companies in resolving the same.

17. **Compensation.** I will look solely to the BGA for compensation in connection with the solicitation of applications for and servicing of Company Products and will not assert any claim for compensation or other sums against the Companies or the Distributor. I understand that the Distributor may pay compensation to me on the BGA’s behalf solely as an accommodation to the BGA and without

any obligation to me. I will repay, on demand, any sums paid to me by the Distributor on the BGA's behalf if the Distributor determines that the BGA is not entitled to such sums or determines that I am not entitled to such sums, if a policy or contract is rescinded or cancelled or modified, reversed or surrendered in whole or part, or if the Company refunds any premiums or contributions or pays out all or part of the contract or policy value. The Distributor may offset any amounts payable to me on the BGA's behalf against any sums owed by me to the Distributor or the Companies, and any such offset shall constitute payment to me on the BGA's behalf.

18. **Expenses.** As an independent contractor, I will pay all expenses incurred by me in soliciting applications for and servicing Company Products.

19. **Confidentiality.** I will keep confidential all information about the Distributor, the Companies and the Company Products, including without limitation, business practices, marketing strategies, computer programs, rate manuals and printed and electronic data. I will only use such information for the purposes contemplated herein and shall not disclose any such information, other than sales materials intended for distribution to customers.

20. **Privacy.** I will not use any "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act (the "GLB") or information subject to any other privacy law or regulation for any purpose, or disclose such information to any other person, except as otherwise permitted therein. I will safeguard all nonpublic personal information in accordance with the GLB and other applicable privacy laws and regulations. I will promptly notify the Distributor if any nonpublic personal information is used or disclosed contrary to this Agreement and take reasonable steps to mitigate any adverse impact or other harm to the Companies, the Distributor and the affected individuals.

21. **Return of Information.** All information, whether in written or electronic form, about the Distributor, the Companies and the Company Products or developed by me from such information is property of the Distributor and/or the Companies, and I will promptly return it to the Distributor following the termination of my authority to solicit applications for and/or service Company Products.

22. **Indemnification.** I will indemnify and hold the Companies and the Distributor harmless from and against any actual or threatened liabilities, losses, costs, claims and damages, including reasonable legal fees and expenses, arising out of or based upon my failure to perform any of the undertakings herein or arising out of or due to any negligence or misconduct on my part.

23. **Independent Contractor.** I will be an independent contractor with full freedom to determine the time, place and method of performance, and neither performance of the undertakings herein nor any related dealings with the BGA, the Companies or the Distributor will create a relationship of employee and employer between us.

24. **Appointment.** I understand that each Company may approve, reject or terminate any appointment at any time with or without cause. I have not been associated with AXA Network, LLC at any time during the preceding twelve (12) months.

25. **U.S. Patriot Act.** I will comply with all applicable provisions of the U.S. Patriot Act and other customer identification, anti-money laundering, anti-terrorism and similar laws and regulations (collectively, "AML"), and the Companies and the Distributor may rely on me to so comply. I will, on request, provide the Distributor with such certificates of compliance as the Distributor may reasonably request. I have completed all AML training which an insurance agent is required to complete as of the date hereof and will not hereafter solicit applications for Company Products unless I have previously completed all addition AML training which insurance agents are then required to complete. I will

promptly notify the Distributor if I detect suspicious customer activity and cooperate with the Distributor and the Companies in testing the effectiveness of their AML programs, including testing of the requirements in this section.

26. **IMSA Principles.** I will follow the Principles of Ethical Market Conduct of the Insurance Marketing Standards Association (“IMSA Principles”) to (i) conduct business according to high standards of honesty and fairness and to render that service to my customers, (ii) provide competent and customer-focused sales and service, (iii) engage in active and fair competition, (iv) provide advertising and sales materials that are clear as to purpose and honest and fair as to content, (v) provide for fair and expeditious handling of customer complaints and disputes and (vi) maintain a system of supervision and monitoring that is reasonably designed to achieve compliance with IMSA Principles.

27. **Termination.** I understand that this Agreement may be terminated with or without cause by me or by the Distributor by giving written notice of termination. My undertakings hereunder will survive termination. Upon termination for cause, no further compensation shall be payable to me for or on behalf of the BGA.

28. **Arbitration.** Any controversy, claim or dispute of any kind whatsoever between the parties arising out of or relating to this Agreement or any actual or alleged breach thereof shall be resolved by submitting such controversy, claim or dispute to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. Depositions of witnesses will not be permitted in preparation for the Arbitration hearing except for the purpose of the preservation of testimony to be submitted at the final hearing and except as permitted by the arbitrators upon a finding of extraordinary need. Judgment on any award rendered by the arbitrators may be entered in any court, state or federal, having jurisdiction thereof. No party to this Agreement will seek to recover consequential, exemplary and/or punitive damages against the other party, except as may be recoverable as a claim for indemnification as elsewhere permitted herein. Notwithstanding the foregoing, any party to this Agreement may assert a crossclaim or a third party claim for indemnity or contribution against another party to this Agreement in any pending litigation filed by a third party. Upon motion of any party, the arbitrators may stay the arbitration to permit resolution of any factual or legal issues that are pending in litigation filed by a third party. It is the intent of this Agreement that all disputes shall be resolved in the most efficient and fair manner possible under the circumstances.

29. **General Provisions.** Failure to enforce any provision hereof does not constitute a waiver. No waiver shall be effective unless stipulated in writing and signed by the Distributor and no written waiver shall constitute a waiver of such provision in the future except as specifically provided therein. Any court decision, statute, rule or otherwise, invalidating any undertaking hereunder shall not affect any other undertakings hereunder. No writing shall be of any force or effect as against the Distributor unless signed on its behalf by William Terry or such other officer as may be designated in writing by a Senior Vice President thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

## Summary of Consumer Rights

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

The Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer-reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA 15 U.S.S. 1681-1681u, at the Federal Trade Commission’s web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

### **YOU MUST BE TOLD IF INFORMATION IN YOUR FILE HAS BEEN USED AGAINST YOU.**

Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

### **YOU CAN FIND OUT WHAT IS IN YOUR FILE.**

At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify and (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

### **YOU CAN DISPUTE INACCURATE INFORMATION WITH THE CRA.**

If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.). The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

### **INACCURATE INFORMATION MUST BE CORRECTED OR DELETED.**

A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information.

**YOU CAN DISPUTE INACCURATE ITEMS WITH THE SOURCE OF THE INFORMATION.** If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error. **OUTDATED INFORMATION MAY NOT BE REPORTED.** In most cases, a CRA may not report negative information that is more than seven years old, ten years for bankruptcies.

**ACCESS TO YOUR FILE IS LIMITED.** A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business. **YOUR CONSENT IS REQUIRED FOR REPORTS THAT ARE PROVIDED TO EMPLOYERS, OR REPORTS THAT CONTAIN MEDICAL INFORMATION.** A CRA may not give out information about you to your employer or prospective employer without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

**YOU MAY CHOOSE TO EXCLUDE YOUR NAME FROM CRA LISTS FOR UNSOLICITED CREDIT AND INSURANCE OFFERS.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely. **YOU MAY SEEK DAMAGES FROM VIOLATORS.** If a CRA, user or (in some cases) a provider of CRA data violates the FCRA, you may sue them in state or federal court.