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A history of the United Farmers Agents Association

I believe there are more instances of the abridgment of the freedom of the people by gradual and silent encroachments of those in power, than by violent and sudden usurpations. ... This danger ought to be wisely guarded against.

—James Madison

This history of the United Farmers Agents Association is based on the history written by Allen Yerxa and Paul Mitchell, which was itself based on a large volume of archival materials, consisting of *Hustlers* (now called The Achiever), *Voices*, Field Bulletins, legal briefs, magazine articles and many letters from both management and agents. That history also drew on the oral histories of some of the original key participants. This history is offered in the sincere hope that it will help the reader understand the issues that made UFAA necessary and the progress UFAA has made to help the independent contractor agent succeed.

The 1945 contract

The seeds of the United Farmers Agents Association were planted in 1945, when the company created the first agent's contract. Like all the contracts that would follow, it was written without agent input and advanced the company's interests against the agent.

The 1945 contract was a production contract that committed the agent to producing "a satisfactory amount of business" — a nebulous phrase subject to arbitrary changes of interpretation by the company — and gave the district agent (now district manager) control over the agent. The 1945 contract put agents in the unenviable position of being self-employed business people who were tightly controlled like employees.

Agents chafed under the tight controls over what and how much they had to produce and in 1956 a group from Oklahoma asked the National Labor Relations Board to determine their status. The NLRB ruled Farmers agents were employees under the existing contract and ordered an election to determine if agents wanted the new "union" to represent them in collective bargaining.

Though the "union" faction lost the election, the 1945 contract had made it clear that the company no longer saw the agents as its partners but as employees to be marginalized to increase corporate profitability.

Blue, Yellow and Green contracts

After the vote to unionize, the company introduced a new contract, known as the Blue contract for its color. The Blue contract eliminated requirements concerning production and obeying district agent rules but did not remove tight controls over the agents.

In 1967, the Yellow contract strengthened the company's hand against the agents even more, requiring agents to provide claims services for free, forbidding them to conduct outside business, and expanding non-competition requirements from one to three years. It was accompanied by the Green contract for new agents, which withheld contract value until an agent had 1,250 policies in force — an unreachable goal in that era — or 15 years with the company.

The main function of the Yellow contract, however, was to serve as a legal vehicle for the Agency Development Plan. The ADP allowed the company to take over terminated agencies, retain half the commissions and fund new agents by having them service the policies for the other half of the commissions. A wave of new agents saw this as a way to start their careers with instant agencies, but established agents recognized the dangerous precedent of working for less.

At this same time, the company forced district agents to sell their agencies and become district managers, whose primary function was to recruit and train new agents. Agents were forced to move out of the district office, where rent, secretarial assistance and basic telephone services had been provided at district agent expense. Agents now had to deal with an enormous increase in overhead costs — and the company realized a substantial increase in profit margin.

Relationships between agents and the company deteriorated quickly. Charges frequently arose that older, semi-retired or less "productive" agents were being terminated so the company could give their policies to new, hungry agents and keep half the commissions for itself. The company also decreed that policy move-ins would come to the new agent on the same half-commission (#500 Series) basis. Because the average household moved every four to seven years, experienced agents recognized the company's confiscation-by-attrition policy toward agent property would eventually erode agent security completely.

UFAA is organized

Irate California agents responded to the company's encroachments by organizing the United Farmers Agents Association in 1967. New members quickly swelled the ranks, and the new agents' association began exploring legal options for helping agents protect their businesses.

With input from DMs and President's Council members, the company introduced the Buff contract, which restored some measure of agent independence but left ADP and its takeaways virtually intact. CEO Robert Early refused to receive a delegation of UFAA officers, even though UFAA represented some 2,000 agents.

Seeing that the company had no intention of hearing UFAA's concerns, an appeal was taken to the NLRB, which ruled once again that, under the terms of the Buff contract, agents were employees, not independent contractors. The NLRB also held that UFAA was a union for the purposes of negotiating a contract.

With that ruling, the NLRB handed the company a mighty weapon of disinformation. Using the "union" label, anti-UFAA elements painted a ridiculous picture of agents picketing their own offices. Though the label completely misrepresents what UFAA stands for, it still is used to scare agents away from the one association dedicated to protecting and enhancing their businesses.

In 1970, another union election saw vigorous campaigns mounted by both UFAA and the company. UFAA polled an unheard-of 42% of the ballots, but it was not, of course, enough to gain official standing. At the same time, however, the NLRB ruling that agents were employees had not been rescinded, and was even reaffirmed when the company appealed the ruling in 1971. The result was a nervous stalemate that lasted until 1974, when the NLRB reversed itself without explanation and declared agents were independent contractors. Many agents speculated that company pressure in high political circles forced NLRB commissioners to reverse their stand.

After the reversal, the company immediately halted all its campaigns to convince agents of its openness to their concerns and never again mentioned UFAA. Because the company had been forced to tear up the Yellow contract, cut back the #500 Series takeovers, and restore move-ins to the #300 Series, agents' concerns were alleviated and UFAA began losing members.

The company reneges

In its NLRB testimony, the company had asserted that agents owned their agencies, that they could sell them to anyone, and that they could leave their agencies and compete against the company. In 1982, however, the company reinterpreted the Buff contract to say that an agent was required to transfer all interest in an agency after receiving contract value from the company.

The company began fighting departing agents for their agencies, and agents filed lawsuits in response. Membership in UFAA began to swell rapidly again and UFAA Treasurer Carl Wyatt struck upon the idea of collecting membership dues by automatic bank withdrawal, a move that permanently stabilized membership retention.

The company found the Buff contract usually did not stand up to judicial scrutiny. Agents were regularly receiving huge damage awards for the company's confiscatory policies. In one case, the Oklahoma Supreme Court acidly observed: "The best interests of the people of Oklahoma are not best served by a marketplace of cutthroat business dealings where the law of the jungle is thinly clad in contractual lace."

As a result of the judgments in favor of agents, the company introduced a new contract in 1984 that redefined policy ownership in favor of the company. Agents were enticed with contract value loans from the credit union and contract value bonuses tied to auto profitability — available only to those who signed the new contract. Most

agents gave up the security of owning their own business for the short-term benefit of additional small bonuses.

LUA, PCM, DARG

In the early 1980s, agents began forcefully questioning the company's 1971 policy of limiting the underwriting authority of agents whose agencies experienced too many auto losses. Agents pointed out that the company sets the underwriting rules and formulates premiums and that the agent cannot overrule them. Furthermore, the company accepts or declines applications, based on its own analysis. Some professed to be confused why the company would terminate an agent for unprofitability, yet would vigorously fight to keep the agent from taking the unprofitable business with him.

Minnesota UFAA members took the Limited Underwriting Authority issue to state lawmakers in 1986, and both houses of the legislature banned terminations for loss ratio and revocations of agent underwriting authority. In June of 1989, Nevada UFAA members convinced lawmakers to pass the same law, and the legislation began to spread to other states.

By the spring of 1994, the company had announced LUA was being discontinued but was moving to replace it with the Profit Center Management program. The choice of names confirmed the company saw agents as something less than "Partners in Pride," but the fact that the new program did not automatically restrict an agent's binding authority was seen as a step in the right direction.

The company had sharpened its focus on "unproductive" agents in 1992 with the introduction of the Priority Agent program, which set production requirements for agents and pressured them to sign a statement that if they failed to meet those quotas they would resign. The darker side of the drive emerged almost simultaneously with distribution of the Deteriorating Agency Rehabilitation

Guidelines, which singled out agents who showed, by company measures, an overall deterioration in agency operation. DARG gave agents six months to get production up to an "acceptable" level and tried to get them to sign a letter agreeing to the new production "goals." If the agent failed to meet the quotas, the company would send a 90-day termination notice, and the agent would have little recourse because the signed goal statement gave it the status of a legal addendum to the Agent Appointment Agreement.

UFAA immediately organized a campaign to inform agents about the DARG program and how it was being implemented against many long-time agents. UFAA gathered information from all over the country as to how agents could best protect their interests. Members were counseled to become as professional as possible and work hard to write a good, profitable business that included life sales. Chapters were advised to retain local lawyers to defend their rights under the Agent Appointment Agreement.

BPS and the Agency Computer System

Along with the Priority Agent program, Farmers introduced another, even more revolutionary, change in 1992: the Business Processing System. Following the lead of other insurance companies, Farmers began using computer technology to transfer a large portion of its clerical load to the agent. Electronic underwriting input and policy issue would allow the company's underwriting role to be reduced to only examining policies that did not match underwriting parameters. Company staff expenses could be reduced, and the overhead was transferred to agents, who did not see a comparable rise in income to offset their increased costs of doing business.

Agents further were told that if they wanted to keep doing business with Farmers they would have to purchase

a computer system recommended by the company and that they would have to purchase it from Farmers at the price the company dictated. The recommended system was built around an already obsolete IBM System 36 computer, which cost the agent an outrageous $20,000, many times more than the street value of such a system. The contract included requirements that forced the agent to overpay for telephone connections to the company computers and service contracts for the aging computers. The company itself would later agree agents were overcharged $75 million.

UFAA petitions for relief

Agent outrage over the computer monopoly, production quotas, LUA, and unjust terminations created a flood of new UFAA members. A record 143 delegates and 20 member observers attended the 1992 National Convention, where they voted unanimously to file a lawsuit asking the court to prevent Farmers from engaging in unfair practices against the agency force. At the same time, two Houston UFAA members, Tom Vinson and Dale Moon, filed a class action lawsuit seeking compensation for damages resulting from the required purchase of computer hardware from Farmers. In January 1994, a U.S. District Court judge in Austin, Texas, certified a liability class in the Vinson/Moon lawsuit and issued a order for mediation. He declined, however, without explanation, to certify a damage class.

In April 1995, the District Court issued a summary judgment in favor of the company, again without explanation. Some observers believed the judge felt that the case would be appealed regardless of who won, so he passed the complex issues on up to the Fifth Circuit Court of Appeals. Oral arguments were presented in June 1996, and on Aug. 2 UFAA informed members the Fifth Circuit had affirmed the summary judgment. In February 1997,

the U.S. Supreme Court denied UFAA's petition for an appeal.

UFAA's lawsuit asked for relief from Farmers' bilking of its agents by overcharging them for obsolete computer technology. By the spring of 1993, evidence began to emerge that some agents were using work stations purchased from outside vendors and Farmers was overlooking what it used to call "unapproved outlaw hookups." By the autumn of 1994, just months after the judge certified the Vinson/Moon liability class, Farmers rolled out the Agency Information Management System, a six-option menu of different ways agents could access the company network. Three months later, UFAA proposed its own "AIMS Option 7," which demonstrated agents could access the Farmers network securely at a fraction of the cost of company-mandated arrangements.

Though the company circulated the opinion that UFAA had lost the lawsuit, the truth was that the suit had forced Farmers to give up on compelling agents to buy computer services at the company store. Agents all over the country — even those who were not UFAA members — were buying PC computer equipment from local vendors at competitive prices and using third-party software to run their agencies more efficiently than they could with anything available from the management company.

Exclusive agents associations unite

In 1988, UFAA formalized an alliance with other exclusive agents associations, forming the Coalition of Exclusive Agents (now Coalition of Exclusive Agents Associations). Since exclusive agents had many common concerns — and had formed their separate agents associations to defend those concerns — many believed an alliance of associations would wield great influence by combining the associations' separate strengths. The CEAA subsequently has presented agent concerns to the

National Association of Insurance Commissioners and has moved effectively into representing agent interests in the legislative arena as well.

Delegates to the 1997 National Convention voted to create the Voluntary Fund, which directed agent donations toward pro-agent legislative efforts and public relations campaigns. CEAA was successful in getting tax court decisions on the SECA tax established in law and blocking proposed legislation that would have harmed the independence of independent contractor agents. It continues to work at convincing lawmakers to require state regulation of banks getting involved in the insurance industry.

BAT and the Zurich Group

In 1987, British American Tobacco mounted a hostile takeover bid for the company. The takeover was successfully completed in December 1988. Almost immediately, observers began to predict that Farmers' fiscal integrity could be endangered if major tobacco liability judgments were delivered against BAT subsidiary Brown and Williamson. In 1995, records indicated Farmers' contributions to BAT were up 11% over the previous year. In the first quarter of 1996, the company's contribution increased 9% over the same period in 1995, with the contribution for the year amounting to about $1 billion.

Pressure on BAT to spin off its finance-related business mounted as legal costs continued to burn through the conglomerate's profits. Farmers was busy cutting overhead, increasing agent workloads, and pushing for greater agent profitability to meet Farmers' obligations to keep BAT profits up. BAT apparently was unable to sell its financial subsidiaries, however, and in 1997 it announced Farmers was no longer for sale.

Later that year, BAT reported quarterly earnings fell by 32% as it set aside millions of dollars to settle tobacco litigation. Following a wave of European mega-mergers, Switzerland's Zurich Group acquired BAT Industries to create one of the world's largest insurance and asset management groups. BAT's tobacco interests were spun off as separate entities.

In a letter to the Zurich Group chairman, UFAA signaled its interest in addressing the protection of guaranteed contract value, the transfer of clerical chores from the management company to the agency force, and the lack of meaningful communication between agents and the company.

Controlling the agents

The National Labor Relations Board's surprising 1974 reversal that declared agents were, after all, independent contractors must have been a great relief for Farmers executives charged with minimizing the company's tax burden. But it did not deter the company in its efforts to extend ever greater control over agents. UFAA maintained its vigilance on the issue.

The June 1992 issue of *The Voice* alerted agents to new paragraphs in the Agents Guide that implied the company had power of approval over an agent's production level, contradicting what most agents were told when they were recruited: "You and you alone will determine the success of your agency. You will never be required to sell any particular product or meet any quotas." The DARG program attempted to get agents to set production goals for themselves, which when signed could be interpreted as a legal addendum to the Agents Appointment Agreement.

District managers and management company personnel continued to increase pressure on agents regarding production quotas, policies in force, lapse ratios and even office hours. Agents were required to participate in the ACA electronic draft program — which forced them to make a daily trip to the bank — and process all applications and policy changes on the computer — work previ-

ously done by Farmers employees. In 1999, a letter to the editor in *The Voice* noted that the Agents Guide said, “Negative or minimal sales effort will be considered in determining whether or not the agency is producing an acceptable business result, which in turn will determine whether the Agent Appointment Agreement will be maintained.” The company required agents to sell “value-added products” even though there was no basis for such a requirement in the Agents Appointment Agreement and many agents had no desire to expand beyond the traditional insurance business they had built for themselves.

The management company used its Limited Underwriting Authority program to marginalize agents seen as undesirable, but when state legislatures began enacting laws prohibiting LUA restrictions, Farmers turned toward more proactive programs like Profit Center Management and Commercial Qualified Agent. The Financial Services Certified Agent program sought to help agents broaden the base of their business to compete with others who were combining insurance and financial services products, but participation in the program was limited to agents with certain lapse ratios, production counts and life policies in force. Many agents felt the requirements violated the company’s 1973 pledge to the NLRB to accept business from its agents and not compete with them.

The company also began trying to reinterpret the clause in the Agents Appointment Agreement that allows an agent to place business with another company after Farmers has refused it. A rash of letters from state executive directors in early 1999 tried to reinterpret the right of first refusal as an annual right, telling agents that policies that can be written in the Commercial line must be written there or nonrenewed with the outside carrier.

For its part, UFAA worked diligently to help agents in Michigan, a fourth of whom had their binding authority suddenly rescinded, and forced the company to reinstate

the agents. UFAA also retained attorney Jon Heim to provide legal counsel for the organization when members found themselves under pressure from the company to set a production quota or write non-insurance product lines.

Agent ownership of business

UFAA also maintained its vigilance over the related issue of agents’ ownership of the businesses they had built up for themselves as independent contractors.

UFAA sounded an alarm in 1992 when Houston, Texas, agent Doug Singleton died of cancer and the company pressured his widow, Diana, to turn the agency over to them against her wishes. The company stopped her mail, quit sending commission checks and refused to sponsor her for her state insurance license. She had to retain a lawyer to fight the company for the right, clearly stated in the Agents Appointment Agreement, that allows an agency to be passed to a family member in the event of an agent’s death or disability.

SECA tax payments

While the company had struggled valiantly to reinforce the status of agents as independent contractors (which held favorable tax implications for the company), it showed little concern for protecting agents from the unfair tax burdens levied against them on retirement. Though agents were treated as independent contractors for other purposes, the company designated the contract value paid to agents on retirement as “deferred compensation,” which gave the company a sizable tax advantage and left the agent liable for an additional 15.3% self-employment tax. The effect was that the company enjoyed a higher profit margin and the retiring agent lost a large chunk of

an already too-small termination payment.

UFAA and CEAA made elimination of the SECA tax a top priority. UFAA filed an *amicus curiae* brief on behalf of Robert Milligan, Herbert Gump, and William Jackson, retired agents dunned by the Internal Revenue Service for self-employment tax on their contract value. Those cases eventually were resolved in favor of the agents. The Taxpayer Relief Act of 1997 wrote those positions into law, but the IRS continued to apply the tax against exclusive agents whose contract language differed from the other three. The UFAA National Office compiled a SECA Tax Kit to help retiring agents avoid the tax on their contract value.

"No cause" termination

Another front on which UFAA has invested major time and resources on behalf of agents is "no cause" termination. UFAA leaders understood that the company could use such terminations to confiscate income sources from agents, reduce premium payout and increase corporate profit margins — all at agent expense. They pointed out what most new agents failed to understand: the Agents Appointment Agreement is, from the company's perspective, a 90-day contract, renewable daily.

A survey of the conflicts is instructive. In 1968, UFAA's attorneys convinced the company to reverse a decision to terminate an agent without specific cause. Ten years later, the company terminated another agent without specifying any reason — and then also terminated his son to prevent him from transferring the agency to him. In 1986, the Oklahoma Supreme Court found the company guilty of wrongful termination and bad faith in the "no cause" termination of an agent. In 1988, a California jury found Farmers had breached contract and inflicted emotional distress on an agent terminated without cause.

Two years later, Farmers sued two agents over a Minnesota consumer protection law that set up a state review board to prevent unjust termination of insurance agents. UFAA established a defense fund to help protect the agents from the battalion of insurance industry lawyers unleashed in the case. Chapter presidents in California set up a referral system to help members fighting litigation with the management company find attorneys familiar with the Farmers contract.

The company did not relent on the issue. In June 1999, a longtime agent in Arizona not only was terminated without good cause but also was denied the Termination Review Board required by her contract.

Improving margins at agent expense

Since the 1945 contract, Farmers had steadily made inroads against agent freedom, trying to force less "profitable" agents to generate higher levels of income for the company — or leave the agency force. The company also began to look for ways to shift overhead expenses onto agents to increase its profit margins.

One of the most notable examples of this was the advent of the Business Processing System in 1992. By using computer technology, the company was able to transfer a large portion of its clerical load (and overhead) to the agent, reducing staff expenses (and employee numbers) dramatically. The next year, the company introduced the Agents Credit Advice, a daily electronic funds transfer program that eliminated regional office bookkeeping jobs, shifted a new load of overhead costs onto agents, and boosted company income from premium investment. One agent estimated implementation of electronic policy processing increased his labor expenses 10-to-1 over company reimbursements.

The Spring 1994 issue of *The Voice* noted five times in the space of a few years that the management company cut back the agent's ability to make commission dol-

lars, while Farmers contributions to BAT were rising steadily. PR Newswire reported in April 1995 that Farmers had increased profits by $840 million despite dramatically lower surpluses, lower life profits, and only a slight increase in general business profits.

A devastating earthquake in Northridge, Calif., in 1994 gave the company an unusual opportunity to force state lawmakers to delink earthquake insurance from fire insurance. The company unilaterally declared a moratorium on earthquake insurance, left it in place more than two years — in clear violation of its rules and manuals — and even received $1.24 billion in reinsurance. UFAA mobilized help for California agents, whose losses were hundreds of millions of dollars in new business and renewals.

Perhaps the most egregious example of improving company margins at agent expense is Farmers' expansion into the eastern U.S. Farmers began using independent agents to sell Farmers' products for artificially low premiums and higher commissions — with company employees handling the agents' paperwork — and subsidizing the entire operation with the unnecessarily higher and uncompetitive rates forced on captive agents.

Competing with agents

Pressure to modernize led Farmers to introduce the Agency Computer System and Business Processing System. Pressure to increase market share caused the company to resort to the Priority Agent program and the Deteriorating Agency Rehabilitation Guidelines. Perhaps the most dramatic decision the company made in recent years, however, was to compete with its own agents.

The change began on two fronts.

First, Farmers began to move toward using independent agents to sell its products. For example, in May 1994 Farmers set up three new insurance companies in "underserved" California markets and began the process of

appointing independent agents to handle the business, which Farmers own captive agents were forbidden to pursue. In January 1997, a state court approved a cause of action against Farmers by captive agents who claimed the new "FACT" project had cost them $14 million in premiums and $2.8 million in commissions. UFAA mobilized legal and financial resources to assist the California agents in their fight to protect their businesses.

Second, Zurich Direct, a subsidiary of Farmers' parent company, began sending promotional flyers for its Zurich Kemper products to Farmers' policyholders. Agents receiving the flyers were aghast at the tactic — and the fact the Zurich Kemper rates were so dramatically lower than the Farmers New World Life premiums the agents were stuck with. UFAA quickly notified agents about the development and the danger it represented to their livelihoods.

The HMA

In 1997, Farmers introduced a new contract, the Horizontal Marketing Agent Relationship Agreement, to agents in Arizona and Oregon. The HMA allowed an agent to represent the company on a wide range of branded specialty products, beginning with an auto loan program but eventually to include relocation services, auto leasing, home loans, home security programs, credit cards, long-term care, and auto and home warranties. Expansion of the product line was intended to keep the company competitive against financial services companies entering the insurance industry.

UFAA's general counsel, Jon Heim, examined the HMA contract and pointed out that, while it placed many restrictions on agents, it did not appear to bind the company at all. Calling the HMA "unfair and one-sided," Heim explained that key passages in the contract in effect said (1) no promises made by company representatives were

binding and (2) the management company could search an agent's office without prior notice. Heim produced a sample contract that would be fair and neutral. UFAA argued that competitive interest rates and pricing and fair commissions would do more to lock up customers than another one-sided contract. Observers pointed out the irony of threatening agents with termination if they did not sell branded products but refusing to let them sell fire insurance issued by subsidiaries of the Farmers Exchanges.

We are UFAA!

As the company has tightened the screws on agents, UFAA has forged ahead — assisting our members in developing their agencies, providing valuable information to them, promoting and protecting their interests in the legislative arena.

A partial list of UFAA's accomplishments is impressive:

Our quarterly magazine, *The Voice*, is published with agents in mind. It regularly addresses issues, reports current events, and allows you a chance to freely express your opinion.

Our past legal endeavors now allow you to have that PC on your desk.

Our nationwide activities opposing agent-owned ACA accounts led to the management company creating a company-owned ACA, thus saving you money.

Our efforts on the national level, in conjunction with the CEAA, effectively eliminated the 15.3% SECA tax on your contract value.

Constant questions from our members nationwide led to lower E&O rates for all agents.

We introduced the "Original" E&O Deductible Recovery Program to assist you in earning more money from outside business without the worry of a large deductible.

Our outside legal opinion of the HMA assisted you in your decision making.

Our efforts on the national level defeated legislation designed to change the IRS definition of independent contractors, a change that would have adversely affected your livelihood.

Pro-agent legislation has been introduced in many states — and passed in several — that benefits all exclusive agents in the specific state.

We introduced "The Everen Connection," now Paine Webber, an investment and retirement program for UFAA members. Now you can get reduced fees without sacrificing the benefits of a professional investment counselor.

UFAA Technology Services, a subsidiary of UFAA, is now available to all members. UFAA Technology Services assists members with computer hardware and software questions and problems, recommends computer programs to assist members in operating their offices, and recommends hardware configurations.

We are investigating using the Internet to generate insurance leads that will be sent directly to your e-mail address or fax machine.

We are a member of the Coalition of Exclusive *agent*s Associations (CEAA) and — through our Washington, D.C., lobbyist — we have played a major role in protecting the interests of our independent contractor exclusive agents through national legislation.

UFAA's Code of Ethics

I believe it to be my intention to:

1. Hold the United Farmers Agents Association in highest esteem and to strive to keep its integrity.

2. Conduct my business in such a way that my example will exemplify the professional standards of this association.

3. Present accurately and honestly the moral and ethical values of this association.

4. Cooperate with others when my service is requested to meet the needs of this association.

5. Commit no act to intentionally discredit another member of this association for the purpose of financial or personal gain.

6. Conserve the interest of the policyholder by not trying to take accounts from the agent of record.

7. Obey the laws and rules set forth by the governing bodies of our country, state, and association.

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