



**Managing General Agency LLC.**

Dear Agent:

Thank you for your interest in Amigo MGA. If you are interested in an appointment, please complete the attached application for each of your locations along with an ACH form and voided check for each location, and W9.

In the event you have multiple locations please advise if you would like all commission checks and statements to be mailed to one location.

For faster service, fax the completed documentation to (678) 269-6994 or mail to the address below.

Upon receipt of all necessary documents our underwriting department will review and advise you of their decision within fourteen (14) days.

In the event you are appointed you will receive a producer agreement and instructions as to how to begin producing business. In the event you are not appointed, you will receive a letter from us stating same.

Sincerely,

Marketing Support

Amigo MGA, LLC  
Attn: Marketing  
P.O. Box 6736  
Clearwater, FL 33758

**AMIGO MGA**  
P.O. Box 6736  
Clearwater, FL 33758  
**Fax: 678-269-6994**

**APPLICATION FOR BROKER APPOINTMENT**

Agency Name		Year Established	Telephone Number
Physical Address (home office)		City, State, Zip	Fax Number
Mailing Address (if Different) (include city, state and zip)		E-Mail Address	
Agency Principal, Name and Title	Home Address (include city, state, and zip)		Date of Birth
Previous Residence locations in the last 5 years			
Previous Agency Business locations in the last 5 years			
<b>DO YOU CURRENTLY SUBSCRIBE TO A THIRD PARTY RATING SYSTEM?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>IF YES, PLEASE PROVIDE THE NAME OF THE THIRD PARTY RATING SYSTEM</b>			
<b>COMPANY</b>		<b>CURRENT APPOINTMENTS</b>	
Personal Lines Auto	# Years	Annual Premium Volume	Overall Loss Ratio
1.		\$	%
2.		\$	%
3.		\$	%
4.		\$	%
Other Lines		# Years	
1.			%
2.			
3.			
4.			
5.			
How is your business derived?		Line of Business Percentage by Premium Volume	
Referrals	%	Personal Lines Auto	%
Yellow pages	%	Personal Lines Property	%
Radio / TV ads	%	Commercial Lines	%
New Car Dealers	%		
Used Car Dealers	%		
Other	%		



FUNDS COLLECTED & RETURN COMMISSION GUARANTEE

For value received and in consideration for and as an inducement to Amigo MGA entering into a Broker/Producer Agreement with \_\_\_\_\_ hereinafter referred to as "producer", I/we unconditionally guaranty Amigo MGA the full performance and observance of all of the provisions therein provided to be performed and observed by producer. This includes and not limited to commission refunds and any and all payments collected on behalf of Companies represented by Amigo MGA. Producer shall refund to Amigo MGA or its designee (a) any commissions on cancelled insurance and premium reductions at the same rate at which such commissions were originally paid; and (b) any commissions paid to Producer in excess of the amount indicated on the Commission Schedule (together, "Commission Refunds"). Producer authorizes Amigo MGA to deduct any Commission Refunds from commission due to Producer. If refunds due exceed commissions owed, then Producer shall pay the debit balance within 15 days after mailing of the Commission Statement from Amigo MGA.

Producer and authorized agent personally guarantee the payment of Commission Refunds and all payments collected on behalf of Companies represented by Amigo MGA and assign the rights to any other commission due the producer and authorized agent from any other company up to the amount owed under the Commission Statement from Amigo MGA and payments collected on behalf of Amigo MGA. Producer and authorized agent agree to allow Amigo MGA to debit and sweep any accounts established with Amigo MGA for the amount owed under this agreement if payment is not received within 15 days after mailing of Commission Statement.

The obligations of the undersigned guarantor(s) hereunder shall not be terminated, affected or impaired and shall remain and continue in full force and effect as to any renewal, modification or extension of said Broker/Producer Agreement. In the event that Amigo MGA incurs any expenses in the enforcement of this Guarantee, whether legal action be instituted or not, the undersigned agrees to be liable for all said expenses including, without limitation, reasonable attorney's fees.

Witnesses

Signatures:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Print or Type Name)

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

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

(Street, City, State and Zip)

Social Security # \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



# AGENCY QUALIFICATION SURVEY



## Agency Data

Name of Agency		Date	Phone Number	
Street Address			Fax Number	
City	State	Zip	Tax I.D. Number	
Mailing Address			County	
City	State	Zip	Agency is: (check one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
Contact Name		Title		
E-Mail Address (required)				
Years in business	Please List other affiliated agencies:			
What is the overall written premium volume of your agency (all lines)? <input type="checkbox"/> 1 million or less <input type="checkbox"/> 1-2 million <input type="checkbox"/> 2-4 million <input type="checkbox"/> 4-10 million <input type="checkbox"/> over 10 million				
Name of E & O Carrier and Policy Number (Attach Dec Page)			What percentage of your agency is personal lines versus commercial? Commercial=    %                      Personal=    %	

## Company Data

NONSTANDARD COMPANIES	Years Appointed	Annual Premium*	Loss Ratio*
1.			
2.			
3.			
4.			

STANDARD COMPANIES	Years Appointed	Annual Premium*	Loss Ratio*
1.			
2.			
3.			

SPECIALTY COMMERCIAL AUTO COMPANIES	Annual Premium*	Loss Ratio*
1.		
2.		

\* PLEASE ATTACH SUPPORTING DOCUMENTATION

Annual Volume for ALL Nonstandard Auto Companies: \_\_\_\_\_

Do you have access to any of the above companies via a cluster-group type arrangement?     Yes     No

How many nonstandard auto companies is your agency contracted with? \_\_\_\_\_

Do you use the yellow pages to solicit nonstandard auto?     Yes     Mentioned     None

How many new nonstandard auto applications do you average per month? \_\_\_\_\_

Where does your nonstandard auto originate?

In-house standard auto transfer	_____ %	Call-ins/Walk-ins	_____ %
Outside standard insured referrals	_____ %	Car Dealership referrals	_____ %

## Services

Do you use a comparative rating company?     Yes     No                      If Yes, Which one for Standard? \_\_\_\_\_ for Nonstandard? \_\_\_\_\_

## Primary Nonstandard Auto Personnel *Be sure to attach copy of agents' license*

### Personal Lines

1. Name	Title or Position
2. Name	Title or Position

### Commercial Lines

1. Name	Title or Position
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## Rep Comments

OFFICE OF SUPERINTENDENT OF INSURANCE  
**PRODUCER LICENSING BUREAU**

Please take special care when completing this form.  
 All filing fees are non-refundable or non-transferable, whether or not the application is processed.  
 NMSA 59A-6-1 All fees are earned when paid and are not refundable.

**NOTICE OF APPOINTMENT**

Insurer Name \_\_\_\_\_

New Mexico Company Code \_\_\_\_\_ NAIC Number \_\_\_\_\_

Notice is hereby given that effective from the date shown on this notice, the designated insurer hereby appoints the person(s) named herein to act as its agent.

1. When using this form with an individual application, submit only one name per form and attach the form to the application.
2. Only one appointment per line.
3. Appointment Fee is \$20.00 per line of business.
4. Make checks payable to OSI

**Class Code and Line of Business**

<u>01</u> Life Accident & Health	<u>12</u> Credit Life, Accident, and Health	<u>20</u> Limited Surety
<u>02</u> Life (Excluding Health)	<u>13</u> Life, Accident & Health (Fraternal)	<u>21</u> Credit Property
<u>03</u> Accident & Health	<u>14</u> Life (Excluding Health) Fraternal	<u>23</u> Property, Marine & Transportation
<u>06</u> Variable Contracts	<u>15</u> Variable Contracts (Fraternal)	<u>24</u> Crop Hail
<u>10</u> Credit Life	<u>16</u> Property Bail Bonds	<u>25</u> Title Guaranty
<u>11</u> Credit health	<u>18</u> Casualty and Surety	<u>26</u> Transportation Ticket
		<u>27</u> Vehicle

Class Code	Social Security Number	License Number	Name as shown on License

Total number of Appointments \_\_\_\_\_ X \$20.00 per Appointment = \$ \_\_\_\_\_

**Signature must be that of an officer of the company or a person authorized by the insurer to sign.**

Printed Name \_\_\_\_\_ Official Title \_\_\_\_\_

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

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

**Mailing address:** PO Box 1689, Santa Fe, New Mexico 87504  
**Overnight address:** 1120 Paseo de Peralta, Room 434, Santa Fe, New Mexico 87501  
**Telephone number:** (505) 827-4601 [www.osi.state.nm.us](http://www.osi.state.nm.us)



**Unique  
Insurance  
Company**

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDIT)**

Agency Name:	
Agency ID Number:	
Agency FEIN:	

I (we) hereby authorize Unique Insurance Company, hereinafter called COMPANY, to initiate credit entries to my (our)      Checking,      Savings account (select one) indicated below at the depository named below, hereinafter called depository, to credit the same to such account.

Depository Name:	
Depository Branch Address:	
Depository City:	
Depository State:	
Depository Zip:	
Depository Routing (ABA) #:	
Depository Account #:	

This authorization is to remain in full force and effect until COMPANY has received written notification from me (either of us) of its termination, in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

	1st Authorized Signer	2nd Authorized Signer
Name:		
Signature:		
SS Number:		
Date:		

Please return this form along with a photocopy of a check showing the Bank Codes to:

**Accounting Department**  
 Unique Insurance Company  
 7400 N. Caldwell Ave.  
 Chicago, Illinois 60714

Or fax this form and a voided copy of your check back to:

**773-299-7521**

**Attention: Accounting Department**



**Unique  
Insurance  
Company**

Please fax to (773) 299-7521  
or e-mail to marketing@uniqueinsuranceco.com

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

I (we) hereby authorize Unique Insurance Company, hereinafter called COMPANY, to initiate debit entries to my (our) Premium Fund Trust Account (PFTA) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name:		
Branch Address:		
City:	State:	Zip:
Routing Number:		Account Number:
This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.		
Name(s):		
ID Number:		
Signature:		Date:
NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.		

**PLEASE ALSO PROVIDE A VOIDED CHECK FOR VERIFICATION PURPOSES.**

Unique Insurance Office Use:	
Company Name _____	
Company ID _____	
Received by _____	Date _____

**Claims**  
Tel. (773) 299-7500  
Fax (773) 299-7505

7400 N Caldwell; Niles, IL 60714

**Underwriting**  
Tel. (773) 299-7500  
Fax (773) 299-7501

This AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between UNIQUE INSURANCE COMPANY hereinafter called "COMPANY", and \_\_\_\_\_ Located at \_\_\_\_\_ in city of \_\_\_\_\_ and the State of \_\_\_\_\_, hereinafter called "PRODUCER".

WITNESSETH

WHEREAS, the PRODUCER has requested that the underwriting facilities of COMPANY be made available to PRODUCER; and

WHEREAS, the COMPANY desires to utilize the sales facilities and personnel of the PRODUCER to produce business to be underwritten through the COMPANY;

NOW, THEREFORE, in consideration of these premises and mutual covenants of the agreement herein contained, the parties hereto agree as follows:

1. TYPES OF COVERAGE:

Subject to the terms and conditions hereinafter set forth, the COMPANY hereby grants nonexclusive authority to the PRODUCER to act in the solicitation of private passenger automobile and commercial automobile insurance policies to be placed through the COMPANY in accordance with the COMPANY's underwriting manual and guidelines now in effect or as may hereafter be amended from time to time.

2. TERRITORY:

The PRODUCER's authority to solicit business hereunder shall include all territories in which the COMPANY and the PRODUCER are licensed.

3. SOLICITATION AND SUBMISSION OF APPLICATIONS:

The PRODUCER shall solicit, receipt and accept applications and proposals for policies of insurance, certificates, endorsements, modifications, and other evidence of agreements of insurance, such application and proposals being limited to the coverage expressed herein, review, assess and evaluate prospective risks and, where such risks are determined acceptable to the PRODUCER and in the best interests of the COMPANY, prepare and submit to the COMPANY on COMPANY supplied or approved forms, completed applications and other information sufficient for the COMPANY to obtain a review, evaluation and underwriting of such risks. Except as otherwise provided in writing by the COMPANY, a risk shall be deemed insured only when the COMPANY executes and delivers a completed policy to the PRODUCER.

If electronic transmissions of applications are utilized, the PRODUCER will retain in an orderly fashion, and for a period of not less than three (3) years, all original signed applications, exclusions, rejections of coverage and any and all other documentation incidental and necessary for the procurement of insurance under any policy or renewal policy. The PRODUCER shall not discard or destroy any such documents without the prior written consent of the COMPANY. Notwithstanding the foregoing, after any such document has been retained by the PRODUCER for a period of at least three (3) years, said PRODUCER may deliver it to the COMPANY, and upon expiration or termination to this agreement, PRODUCER shall immediately deliver to the COMPANY all such documents.

The PRODUCER must provide to the COMPANY in a timely manner any and all information and documentation in the PRODUCER's possession or control that the COMPANY may request in exercising our authority under this Agreement, including, without limitation, a copy of all or any part of any file concerning any person insured under, or who has applied for, a policy or renewal policy.

4. ASSIGNMENTS, TRANSFERS, AND CANCELLATIONS OF POLICIES:

The PRODUCER shall submit all requests for assignment, transfer or cancellation of policies authorized hereunder to the COMPANY, upon approval thereof, the COMPANY shall forward to the PRODUCER endorsements approving such assignments and transfers.

Cancellation notices will be sent directly to the assured by the COMPANY, and a copy thereof will be sent to the PRODUCER. The PRODUCER agrees to waive the right to receive from the COMPANY the ten (10) day prior notice of intent to cancel or not to renew the policy.

5. PREMIUM COLLECTION:

Direct Bill: See Sections 12 and 13.

6. PRODUCER'S GUARANTEE OF PREMIUMS (Agency Bill):

This section is not applicable under the terms and conditions of this specific contract.

7. COMMISSIONS:

**Direct Bill:** Subject to the provision of Paragraph 8, COMPANY will submit to the PRODUCER on a monthly basis, compensation (commission) at the rate set by the COMPANY, based on the net premiums received by the COMPANY as provided for in Paragraph 8. However, no commission shall be paid on earned but uncollected premium amounts still due the COMPANY after a policy has been cancelled or expired.

8. PREMIUM REMITTANCES:

Direct Bill: The PRODUCER agrees to remit gross all premiums received under the provisions of Paragraphs 12 and 13.

In the event the PRODUCER fails to pay any funds including, but not limited to, premiums when due to the COMPANY as herein provided, the PRODUCER shall pay to the COMPANY in addition to all sums due, interest of one percent (1%) per month on such delinquency from the due date as provided herein or the highest amount that may be permitted by state law, whichever is less. The COMPANY's failure or forbearance to exercise any of its rights and privileges hereunder shall not constitute the forfeiture of such rights and privileges on the part of the COMPANY.

9. RETURN PREMIUMS AND RETURN COMMISSIONS:

In the event that either during the continuance of this agreement or after its termination, refunds of premiums, by reason of cancellation or otherwise, are made on any of the policies sold by the PRODUCER hereunder, the PRODUCER agrees upon written notice by the COMPANY to return to the COMPANY the commission previously received relating to the portion of premium refunded. The PRODUCER further agrees to deliver refunds of premiums to insureds on all Agency billed policies authorized hereunder which are solicited by it.

10. RECORDS AND ACCOUNTING:

The PRODUCER shall record all transactions with policyholders, its employees, the COMPANY, and all other parties in a true and correct manner in accordance with an accepted method of accounting. All books, records, accounts, documents and correspondence of the PRODUCER pertaining to the COMPANY's business shall be open to examination during business hours by any authorized representative of the COMPANY, who may make copies thereof. In the event of termination of this agreement, if the PRODUCER has properly accounted for and paid over premiums for which it may be liable, the PRODUCER's records and use and control of expirations shall remain the property of the PRODUCER and be left in its undisputed possession; otherwise, the records and use of control of expirations shall be vested in the COMPANY for its exclusive use or assignment, and the PRODUCER agrees not to exercise any control thereof.

11. PRODUCER'S RELATIONSHIP :

The PRODUCER is and shall be deemed an independent contractor. The COMPANY shall not be responsible for the PRODUCER's expenses, such as rentals, transportation, facilities, clerk hire, solicitor fees, license fees, losses adjusted by the PRODUCER under policies of the COMPANY except as otherwise provided in writing by the COMPANY, postage, telegrams, telephone, advertising, or any other PRODUCER expense whatsoever. The PRODUCER and/or its employees shall have no authority to bind risks for and on behalf of the COMPANY except as

otherwise provided in writing by the COMPANY. This agreement shall in no event be deemed to create the relationship of agency between the COMPANY or any of the companies it represents and the PRODUCER or any of its employees.

12. CONTINUOUS POLICY PLAN:

- A. The term "Continuous Policy Plan" refers to such policies as are issued by the COMPANY on receipt of an application from the PRODUCER, accompanied by payment of the premium, and is intended to be continued in force by the premium notices or extension certificates mailed directly to the insured by the COMPANY.
- B. The PRODUCER shall promptly submit all applications for such policies of insurance.
- C. The PRODUCER agrees to remit gross all premiums received under the above plan unless otherwise directed in writing. The PRODUCER agrees to be responsible for any earned premiums if any part of the payment is not received by the COMPANY. The obligation and duty of the PRODUCER to pay the COMPANY exists whether such premiums are collected or not.

13. DIRECT BILL:

- A. The term "Direct Bill" is any premium statement originating from the COMPANY to the insured.
- B. The COMPANY reserves the right to bill the insured any premium due regardless of the policy payment plan.
- C. The PRODUCER shall not be responsible for payment of any premium due on any direct bill payment, except as shown in Section 12.C.

14. ADVERTISING:

The PRODUCER shall not use the COMPANY's name in any publication, circular, newscast, telecast or any media of mass communication without the prior written approval of the COMPANY.

15. COMPANY'S EXPENSES IN ENFORCING CONTRACT:

If the COMPANY refers this agreement to an attorney for the enforcement of the obligations of the PRODUCER, the PRODUCER agrees to pay the COMPANY reasonable attorney's fees and costs incurred by the COMPANY in connection with such enforcement, which attorney's fees and costs may be assessed and recovered in any proceeding brought hereunder.

16. RULES AND REGULATIONS:

The PRODUCER shall comply with the rules and regulations issued in writing from time to time by the COMPANY governing operations with the scope of this agreement. The PRODUCER shall adhere to the rates promulgated and charged by the COMPANY, and shall strictly comply with all instructions given by the COMPANY, and treat as confidential and use only in the interest of the COMPANY all instructions and information received there from. Any questions arising between the PRODUCER and any other PRODUCERS of the COMPANY concerning compensation on any business or the control of any business shall be referred to the COMPANY for settlement, and its decision thereon shall be final. The COMPANY and the PRODUCER agree to comply with all statutes, cases, rules and regulations of any state or territory affecting the operation of this agreement. The PRODUCER agrees to fully cooperate with the COMPANY to facilitate the investigation and adjustment of any claim on any policy solicited by the PRODUCER hereunder.

17. AGREEMENT TERMINATION:

- A. This agreement may be terminated at any time by mutual agreement of the PRODUCER and the COMPANY.
- B. This agreement may be terminated by the COMPANY for any reason upon thirty (30) days prior written notice to the PRODUCER.

- C. This agreement may be terminated by the COMPANY immediately at any time upon written notice for cause, including abandonment, insolvency, gross and willful misconduct, suspension, revocation or termination of either party's license or certificate of authority in the state or states in which the PRODUCER is authorized to write insurance, sale or material change of ownership of the PRODUCER, fraud, material misrepresentation or failure by the PRODUCER to pay its account less PRODUCER's commission (if agency billed) and any disputed items within ten days after written demand by the COMPANY.
- D. In the event of termination of this agreement, the COMPANY and the PRODUCER shall continue to be governed by the terms and conditions hereof, subject to the following provisions:
  - 1. Insurance policies in force on the date of termination shall be continued in force until non-renewed in accordance with applicable statutes.
  - 2. The PRODUCER shall continue to service existing policies.
  - 3. PRODUCER Suspension. If the PRODUCER is delinquent, in either accounting or payment of monies dues the COMPANY, COMPANY may, by notice to the PRODUCER, suspend the PRODUCER's authority to: (a) write any new or renewal business and (b) change any existing policy during the delinquency.

This provision shall not apply to routine differences in the accounting records of the PRODUCER and the COMPANY which are minor in amount and do not involve premiums collected and willfully withheld by the PRODUCER.

18. HOLD HARMLESS AND INDEMNIFICATION BY AGENT:

The PRODUCER shall hold the COMPANY harmless from any civil liability resulting from the PRODUCER's error or omission in services performed under this agreement, except to the extent the COMPANY has caused, contributed to or compounded such error or omission.

19. MODIFICATIONS AND TERMINATION:

This agreement shall not be modified nor shall any of its provisions be waived, except by written agreement. Except as provided by Paragraph 8, this agreement may be terminated at any time by the mutual consent of the parties hereto, or by either party, to be effective after the mailing of a written notice to the other party.

20. MEANING OF "POLICY":

The words "policy" or "policies" whenever used herein, shall be construed to include policies, binders, certificates, endorsements, modifications, and other evidence of agreements of insurance.

21. INTERPRETATION OF AGREEMENT:

It is the intention of the parties hereto that this agreement be subject to and construed under the laws of the State of New Mexico. Failure, on the part of the COMPANY, to insist on strict compliance with any of the provisions or conditions of this agreement shall not constitute a waiver of such provision or condition nor shall it stop the COMPANY from enforcing its rights under this agreement as to any past or future violations or breaches of such provision or condition.

22. PREVIOUS AGREEMENTS:

This agreement supersedes all previous agreements, whether oral or written, between the PRODUCER and the COMPANY. Upon execution of this Agreement, all prior agreements between the PRODUCER and the COMPANY shall terminate, except the obligation of the COMPANY and the PRODUCER with respect to payment of premiums and commissions and refunds to insureds shall survive the termination of previous agreements.



## 23. PRIVACY OF NONPUBLIC PERSONAL INFORMATION

### **RECITALS**

WHEREAS, Unique Insurance Company is a licensed insurer that through the PRODUCER requests and obtains from consumers and customers nonpublic personal information, as defined below (“Nonpublic Personal Information”), for use in connections with providing insurance products.

WHEREAS, Nonpublic Personal Information includes personally identifiable information and any list, description or other grouping of consumers, and publicly available information pertaining to them, that is derived using any personally identifiable information that is not publicly available. “Personally identifiable financial information” means any information a consumer provides to the parties to obtain a financial product or service, information a party otherwise obtains about a consumer in connection with providing a financial product or service to that consumer, and any information about a consumer resulting from any transaction involving a financial product or service between a party and a consumer. Personally identifiable financial information includes a consumer’s name, address, zip code, e-mail address, phone number, credit history, social security number, date of birth and any other information that itself identifies, or when tied to the above information, may identify a consumer; “Nonpublic personal health information” means health information that identifies an individual who is the subject to the information, or with respect to which there is a reasonable basis to believe that the information could be used to identify an individual.

WHEREAS, the Gramm-Leach-Bliley Act of 1999 (the “GLB Act”), applicable federal securities regulations, and state insurance laws and regulations promulgated there under require that financial institutions develop policies to protect the confidentiality of Nonpublic Personal Information; and

WHEREAS, Unique Insurance Company has enacted a privacy policy, which may be amended from time to time, in accordance with the GLB Act, applicable federal securities regulations, and the state insurance laws and regulations of those states in which Unique Insurance Company products are sold (the “Privacy Policy”).

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

1. The PRODUCER understands that pursuant to the Privacy Policy: (a) Unique Insurance Company does not disclose any Nonpublic Personal Information to any third party except as set forth in the Privacy Policy; (b) Unique Insurance Company has provided notice of the Privacy Policy to consumers; and (c) the Privacy Policy does not provide the consumer an opportunity to opt out of disclosure of their Nonpublic Information for purposes of the GLB Act.
2. The PRODUCER agrees that they will not disclose or use Nonpublic Personal Information obtained from Unique Insurance Company other than in connection with the duties and obligations set forth in the Contract and in connection with servicing and processing a Product that a consumer requests or authorizes in the ordinary course of business and in connection with the performance of joint marketing services on behalf of Unique Insurance Company and its affiliates, and except as otherwise set forth in the Privacy Amendment or as otherwise provided by applicable federal and state laws and regulations.

24. EFFECTIVE DATE:

This agreement shall be effective as the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and signed, sealed and delivered in duplicate.

UNIQUE INSURANCE COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ADDENDUM I  
SCHEDULE OF COMMISSIONS

This Schedule of Commissions (the "Schedule") is hereby attached to and made a part of the Producer Agreement between Unique Insurance Company ("COMPANY") and \_\_\_\_\_ ("PRODUCER") dated as of the \_\_\_\_ day of \_\_\_\_\_, 2017

The commission rates listed below apply to policies of insurance issued according to the restrictions and limitations in the Agreement and the COMPANY's underwriting guidelines and rates provided to PRODUCER. Commission rates payable for any risk outside of the COMPANY's underwriting guidelines and rates must be approved in advance by the COMPANY.

LINE OF BUSINESS	TERRITORY	COMMISSION RATE
Personal Auto -	New Mexico	15% as earned

IN WITNESS WHEREOF, the COMPANY and the PRODUCER have affixed their signature by their duly authorized officers.

UNIQUE INSURANCE COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_