



UNION GENERAL

Phone: 925-671-2128 | Email: MatthewM@UnionGeneral.com
UnionGeneralinsurance.com | PO Box 6555, Concord, CA 94524 | CA Lic: 0595325

Producer Application

Supporting Documentation Required is listed below:

- Copy of Insurance License(s) - (Individual and Corporation, if applicable)
- Copy of E&O Dec Page/Binder - (limits of \$1,000,000 or more)
- Copy of Broker's Bond - California Requirement Only - (\$10,000 or more)
- W-9 Form, *completed/signed* - (attached below)
- Producer Agreement, *completed/signed* - (attached below)
- Producer Application, *completed/signed* - (following directly below)

Business Name: _____ Year Established: _____
 Website Address: _____ Email: _____
 Physical Address: _____
 Mailing Address (if different than above): _____
 Phone: _____ Fax: _____
 Accounting Contact (Name, Email, Phone): _____

Agency Personnel

List all owners of firm (Partners, Principle Stockholders, Officers)

Name	Title	Residence Address	Years in Agency	Years in Business
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____

Top Carriers Represented

COMMERCIAL LINES (excluding commercial auto)

Carrier Name	Premium Volume	3 Year Loss Ratio
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

PERSONAL LINES (excluding personal auto)

Carrier Name	Premium Volume	3 Year Loss Ratio
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

Do you currently write Trucking in your agency? Yes No

If yes to Trucking, and you are interested in UG's Transportation appointment, please complete the separate Trucking Questionnaire for consideration.

Has your agency been terminated or suspended by any Carrier or GA in the past 3 years? Yes No

If yes, please explain: _____

Are you currently placing any Commercial Lines business (excluding auto) through other GA's? Yes No

If yes, with whom? _____

Are you currently placing any Personal Lines business (excluding auto) through other GA's? Yes No

If yes, with whom? _____

Do you write any Professional Lines? Yes No

Do you write any Nonprofit Lines? Yes No

Do you write any Special Events? Yes No

Do you specialize in any certain classes or lines of business? Yes No

If yes, please explain and provide volume: _____

What products most interest you that UG offers? _____

Which states are you actively writing business in? _____

How many submissions are you estimating to send to UG each month on the following lines of business?

Commercial Lines: _____

Personal Lines: _____

Trucking (if applicable): _____

If you had to estimate your first full year of annual premium to UG, what would that volume look like?

Commercial Lines: \$ _____

Personal Lines: \$ _____

Trucking (if applicable): \$ _____

List References: _____

I understand that as part of Union General's procedure, a routine inquiry may be made to obtain applicable information concerning the operation of our agency/brokerage.

Date: _____

Producer Signature: _____

*At Union General, we believe that **trust** is our foundation.*

*That is why we place so much importance on **relationships** and our desire to **be of service** to all of our partners.*

This is precisely why we created and live by a service promise that you can expect.

Our Service Promise:

Same Day Response

Reach a Live Person – Real People answer our phones

Quotes turned around in 24h for in-house binding authority

Expertise

Ease of Doing Business

Speed to Market

We Save You Time



UNION GENERAL

PRODUCER AGREEMENT

Effective Date: _____

This Producer Agreement ("Agreement") is entered into between Union General Insurance Services, Inc. ("Union General") and the producer identified below ("Producer").

Producer Legal Name: _____

Entity Type: Individual Partnership LLC Corporation

Address: _____

Phone: _____

Tax ID: _____

Email: _____

If required under Section 9:

Guarantor Name: _____

Guarantor Signature: _____

Date: _____

1. LICENSING AND LIMITED AUTHORITY

Producer represents and warrants that it is properly licensed, appointed, and authorized to solicit, submit, and service insurance business in all applicable jurisdictions. Producer shall maintain all licenses and appointments required by law. Producer has no authority to bind coverage, issue binders, certificates, endorsements, or alter applications unless expressly permitted in current written binding authority instructions from Union General.

Producer shall not backdate any binder, certificate, endorsement, or coverage.

If Producer issues or represents any unauthorized binder, quotation, commitment, or representation of coverage, Producer shall be responsible for all losses, costs, premium obligations, unearned commissions, and reasonable attorneys' fees arising from such unauthorized actions.

Producer shall promptly notify Union General of any regulatory complaint, investigation, or action relating to Producer's license or conduct.

2. COMMISSIONS

Union General shall pay commissions at rates established by Union General and applicable carriers. Commission shall be earned and payable in the same proportion as premium is earned by the insurer.

Producer shall immediately return any unearned commission to Union General when return premium or cancellation occurs.

No Commission on Delinquent Collections

No commission shall be earned or payable on any premium, additional premium, audit premium, or short-rate premium that is recovered as a result of delinquent collection efforts, whether such recovery is made directly by the carrier, by Union General, or through any third-party collections service acting on their behalf. Direct Bill, when elected at policy inception, shall not be considered a delinquent collection for purposes of this section.

Union General may modify commission schedules prospectively with written notice.

Producer shall not rebate commission or provide unlawful inducements.

3. PAYMENT OF PREMIUM

Producer agrees to remit to Union General any and all required and earned premiums, whether or not collected from the insured.

If any premium is not paid when due and collection efforts are initiated, Producer shall pay all reasonable costs, fees, expenses, and attorneys' fees incurred by Union General in connection with such efforts, including those arising from the use of third-party collections services.

(Commission forfeiture associated with such recovery is addressed in Section 2.)

Any extension of credit by Producer to an insured is at Producer's sole risk. All sums due to Union General shall be remitted without offset, regardless of whether Producer collects from the insured.

Audit Premiums

Producer is responsible for all additional premiums resulting from audits. However, if within fifty (50) days of billing Producer provides written notice, along with reasonable and documented collection efforts, Union General may assist in recovery or consider equitable resolution.

Union General Collections (Third-Party Collections Agency)

Union General may place any delinquent premium, additional premium, audit premium, or short-rate premium with a third-party collections agency. Producer shall remain fully liable for the gross premium due to Union General and shall be responsible for all reasonable costs, fees, and expenses incurred by Union General or the collections agency in connection with the recovery of such premium.

(Commission forfeiture associated with such recovery is addressed in Section 2.)

Premium Finance Agreements (PFAs)

Premium financing arrangements constitute Producer's extension of credit. Producer remains liable for all earned premium, unearned commissions, return premium, or deficits resulting from PFA cancellation, default, rescission, or uncollected short-rate premium.

Cancellation for Nonpayment

Upon notice of delinquency, Union General will request the carrier issue statutory cancellation for nonpayment. Producer shall assist with all notices required by law.

4. CANCELLATION

No flat cancellations shall be permitted unless allowed by carrier rules and applicable law.

Union General and insurers shall issue cancellation notices. Producer may not cancel coverage on behalf of Union General unless specifically authorized.

Producer shall assist with required statutory notices to mortgagees, loss payees, and governmental agencies.

Producer shall return unearned premium to insureds as required by law.

5. PREMIUMS HELD IN TRUST

All premiums received by Producer on behalf of Union General or an insurer shall be held in a fiduciary capacity in a trust account compliant with applicable law and remitted to Union General without offset.

Returned checks, reversals, or PFA chargebacks must be cured immediately upon demand.

Failure to remit premium timely constitutes material breach of this Agreement.

6. OWNERSHIP OF BUSINESS

Producer owns and retains all rights to the insurance expirations produced under this Agreement, including policy information, renewal rights, and related records, subject to the following:

Delinquency Exception

If Producer becomes delinquent in premium or other amounts owed to Union General and such delinquency is not cured within thirty (30) days after written notice, Union General may assume temporary control of the expirations solely for purposes of collection and regulatory compliance. Upon full satisfaction of outstanding balances, all such rights shall revert to Producer.

Regulatory and Carrier Access

Producer shall provide Union General, insurers, regulators, auditors, or authorized representatives with access to records reasonably necessary to comply with carrier obligations, regulatory requirements, premium audits, financial reviews, or legal requests.

No Impairment

Producer shall not withhold, restrict, or delay access to policy information or records necessary for Union General to fulfill insurer or regulatory duties, respond to claims or litigation, or collect premiums due.

Post-Termination

Upon termination of this Agreement, Producer's ownership of expirations remains intact, except as required under the Delinquency Exception above for outstanding delinquency.

7. LIMITATIONS OF PRODUCER

Producer shall not adjust claims, admit liability, or make representations on behalf of Union General or insurers.

Producer shall not re-broker, wholesale, or place business through third-party intermediaries without prior written approval from Union General.

Producer shall not utilize artificial intelligence models, automated underwriting tools, or other automated systems in a manner inconsistent with carrier rules or that could misrepresent risk.

Producer shall promptly report material changes in occupancy, operations, hazard, ownership, or other underwriting information.

8. ERRORS & OMISSIONS INSURANCE

Producer shall maintain errors and omissions insurance with limits acceptable to Union General and with an insurer rated A- or better. Evidence of coverage shall be provided upon request.

9. PRODUCER'S WARRANTY

1. Producer warrants that it is properly licensed for all classes of business placed through Union General.
2. If Producer is an individual, partnership, or privately held corporation or limited liability company in which one or more principals are actively engaged in the business, such principal(s) personally guarantee the performance of this Agreement.
3. The personal guaranty does not apply to large multi-branch corporate entities, institutionally owned entities, or consolidated brokerage groups. In such cases, Producer warrants that it maintains sufficient capitalization and financial resources to perform all obligations under this Agreement and shall provide reasonable evidence upon request.

10. TERMINATION

Either party may terminate this Agreement with thirty (30) days' written notice.

Union General may terminate immediately for:

- Nonpayment of premium
- Loss or suspension of license
- Regulatory action
- Insolvency
- Material breach
- Carrier instruction
- Misrepresentation by Producer

Upon termination, all earned premium remains due.

11. CONFIDENTIALITY

Each party ("Receiving Party") acknowledges that, in connection with this Agreement, it may receive or have access to confidential or proprietary information of the other party ("Disclosing Party"), including but not limited to personal information, nonpublic financial information, protected health information, underwriting data, business plans, pricing, trade secrets, and other information designated or reasonably understood to be confidential ("Confidential Information").

The Receiving Party shall:

- (a) maintain all Confidential Information in strict confidence;
- (b) use Confidential Information solely for the performance of this Agreement; and
- (c) not disclose Confidential Information to any third party except:
 - (i) as required to perform services under this Agreement;
 - (ii) as required by law or regulatory authority; or
 - (iii) to professional advisors bound by confidentiality obligations.

The Receiving Party shall comply with all applicable privacy and information-security laws, including HIPAA, GLBA, applicable state privacy laws, and all insurer-specific confidentiality requirements.

If the Receiving Party becomes aware of any unauthorized access, use, or disclosure of Confidential Information or any security incident or breach affecting such information, it shall promptly notify the Disclosing Party.

Nothing in this Agreement restricts Union General from disclosing information to insurers, reinsurers, rating bureaus, regulators, audit firms, or other parties as required to fulfill carrier, legal, or regulatory obligations.

The obligations in this Section survive termination of this Agreement.

12. WAIVER

No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege. Any waiver must be in writing and signed by the party granting the waiver.

13. REPRESENTATIONS AND WARRANTIES

Producer represents that all submissions are complete, accurate, and truthful. Producer acknowledges that Union General and insurers rely on Producer's representations in underwriting and issuing coverage.

Producer shall not conceal or omit material information.

14. MISCELLANEOUS

This Agreement is governed by the laws of the state where Union General is headquartered unless otherwise required by law.

This Agreement may only be amended in writing signed by both parties.

If any provision is found unenforceable, the remainder of the Agreement shall continue in effect.

SIGNATURES

Producer:

Name: _____

Title: _____

Signature: _____

Date: _____

Union General Insurance Services, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____

