

Phone: 925-671-2128 | Email: MatthewM@UnionGeneral.com | Fax: 925-671-0171 **UnionGeneral**insurance.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:
Mailing Address (if differen	t than above):		
Phone:	Fax:		
Accounting Contact (Name	, Email, Phone):		
Agency Personnel			
List all owners of firm (Partne	rs, Principle Stockholders, Office	rs)	
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
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 <b>trust</b> is our foundation.
That is why we place so much importance on <b>relationships</b> and our desire to <b>be of service</b> 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



# **PRODUCER AGREEMENT**

#### 1. Effective Date

2. This AGREEMENT is made as of the effective date above between Union General Insurance Services, Inc., hereinafter designated as "Union General" and:

Broker Name			
Address			
	_		
City	State	Zip	
Phone	Fax	Tax I.D.	

Hereinafter called the "Producer"

Producer desires to secure various coverages through the facilities of Union General; and Union General acting as general agents agrees to make facilities available to Producer for placement of such insurance on the following terms and conditions;

NOW THEREFORE, the parties hereto agree as follows:

#### LICENSING AND LIMITED AUTHORITY

- 1. Union General agrees to use its best efforts to arrange agency appointments, if required, for Producer for the express purpose of complying with agency licensing laws of the state wherein Producer resides. However, it is mandatory that Producer request in writing agency appointment for specific companies.
- 2 This Agreement confers no authority, express or implied, upon Producer to accept or to bind or obligate Union General or any insure(s) represented by Union General in any respect, whether as to risks submitted for consideration or as respects changes in the terms and conditions of any policy or binder issued by Union General unless Producer is specifically authorized to bind coverage by instruction contained in current published rate card or with specific written instruction from Union General.
- 3. In the event Producer issues an unauthorized policy or binder, Producer agrees to reimburse Union General or the applicable insurance company for any expenses incurred because of the unauthorized issuance including claims for indemnification, claims expense, and attorneys' fees incurred by Union General or the applicable insurance company in denying liability or collecting reimbursement.

#### COMMISSIONS

- 1. Union General will allow Producer commission on premium as approved by Union General. Union General reserves the right to determine the rate of commission on any risk.
- 2. Producer's commission shall be earned in the same proportion as Insurer earns its premium. In the event insurer returns premium for any reason, Producer shall refund unearned commission to Union General.
- 3. Union General shall not be responsible for Producer's expenses of any kind or description.

#### PAYMENT OF PREMIUM

- 1. Producer agrees to pay Union General any and all required premiums.
- 2. Producer agrees to pay Union General required deposit premium upon application and the balance of premium shall be paid within 30 days of the billing date of insurance coverage, except for specifically negotiated risks that may require special deposit or credit terms and short term fully earned premiums paid in advance. If any premium is not paid when it becomes due, and collection efforts are instituted, Producer agrees to pay all collection costs and any attorneys' fees that may be incurred.
- 3. Producer specifically agrees that any extension of credit by him to client or to any other person is solely at Producer's own risk, and he shall pay Union General all sums due Union General when due, whether or not Producer has collected such premium. Producer is responsible for all additional premiums due as a result of audits. Furthermore, in agreeing to pay Union General all premiums required, Producer recognizes that it is an original undertaking on his own part, and Producer is not a guarantor or surety of another's obligation.

#### CANCELLATION

- 1. No policy, binder or cover note will be cancelled flat.
- 2. Notwithstanding the return of an original policy for cancellation, cancellation will not be effective until notice has been received by insured banks, mortgagees, loss payees, certificate holders, public utility commissions or any other interested parties.
- 3. Producer further agrees to refund unearned premiums on a gross basis to his insureds as soon as practicable after refunds are due the insureds.

#### NOTICE OF EXPIRATION

- 1 Union General shall be under no obligation to give Producer advance notice of expiration of any policies of insurance which Producer procured through the facilities of Union General, although Union General may give Producer advance notice of the expiration of said policies.
- 2. The failure of Union General to provide such notice shall not render Union General liable to Producer.

#### PREMIUMS HELD IN TRUST

- 1. All Premiums received by Producer shall be held in Producer's trust account for Union General as Trustee, until delivered to Union General.
- 2. Producer shall remit all premiums due within 30 days of the Union General billing date. This Agreement shall be terminated if Producer fails to remit premiums due within 30 days of the billing date, or if Producer's premium check is returned for insufficient funds.

#### **OWNERSHIP OF BUSINESS**

1. Both parties to this Agreement expressly recognize the independent ownership by Producer of the insurance business placed pursuant to this Agreement. In the event this Agreement is terminated, Producer shall retain ownership of the expiration list on the business placed pursuant to this Agreement; provided that, Producer is not delinquent for any premiums owed to Union General.

#### LIMITATIONS OF PRODUCER

- 1. Producer has no authority to processor adjust claims and must notify Union General or an approved adjustor of any occurrence as soon as possible.
- 2. No act or statement of Producer shall in any way be binding on Union General or any insurer(s) represented by Union General unless Producer shall have first received prior written approval from Union General to so act or state.
- 3. Notice to Producer of change in risk does not constitute notice to Union General or the insurer(s).
- 4. Producer is not the employee or authorized representative of Union General or of any insurer(s) represented by Union General.
- 5. The act of Double Brokering is prohibited. Producer shall not act as an underwriter, re-broker or co-broker (double broker) for any application submitted or policy placed or procured pursuant to this Agreement without the express written consent of Union General.

#### ERRORS AND OMISSIONS INSURANCE

- 1. Producer agrees to purchase and maintain in force as long as this Agreement is in effect an Insurance Broker's Errors and Omissions Policy and to provide Union General with a certified copy, if requested.
- 2. The cost of said policy shall be at the expense of Producer.

#### **PRODUCER'S WARRANTY**

- 1. Producer warrants that he is properly licensed for the classes of business and the coverages of insurance to be procured through the facilities of Union General.
- 2. In the event Producer is a corporation, it is further understood, agreed and guaranteed by the undersigned individual and principal stockholders of said corporation that all conditions of this Agreement shall be binding upon them severally and jointly in the same manner as upon the corporation named as Producer,

#### **TERMINATION OF AGREEMENT**

- 1. This Agreement may be terminated at any time by either party hereto, by giving written notice as provided herein.
- 2. All notices to the parties pursuant to this Agreement shall be in writing and shall be deemed effective when personally delivered or mailed to the party at his last known address.
- 3. If legal action is required by Union General to enforce this agreement, Union General shall be reimbursed from the Producer for all attorney's fees, costs and necessary disbursements, in addition to any other relief of which Union General is entitled.

In witness wherein, this agreement has been executed by the parties signing below:

Producer Firm Name			
Producer Signature			
If Corporation, Officer's Signature			
Print Name	Date		
Union General Insurance Services, Inc.			
Ву	Title		
Date			

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above		
Is on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)	
type	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	· · · · · · · · · · · · · · · · · · ·	
Print or type. Specific Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is	Exemption from FATCA reporting code (if any)	
ecif		Applies to accounts maintained outside the U.S.)	
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)		
0)	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Par	t I Taxpayer Identification Number (TIN)		
		rity number	
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	] - [ ] - [ ] ]	

TIN, later.			-
Note: If the account is in more than one nar	me, see the instructions	for line 1. Also see Wha	t Name and
Number To Give the Requester for quideline	es on whose number to e	enter	

Certification Part II

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. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign	Signature of	
Here	U.S. person ►	

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

or

Employer identification number

• Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.