



BANKERS INSURANCE GROUP

Standard Flood

Floods can happen anywhere, anytime - not just in coastal areas or near lakes and rivers. Torrential rain, snowmelt, mudslides, dam failures and inadequate drainage systems can all cause flood losses. The threat is real and flood insurance should be a high priority for your clients to protect one of their most valuable possessions - their home or business. And remember, low risk does not mean no risk - almost 25 percent of all flood insurance claims come from areas with minimal flood risk.

The federal government requires mortgaged properties in Special Flood Hazard Areas (SFHA) to be insured against flooding. Since flood insurance rates and coverage levels are set by the government, they're the same regardless of the carrier you choose. At Bankers, we're committed to making it easy to do business. We have online flood processing, file download, multiple payment options and live chat if you ever need help. We're here for you!

General Rules

- There is a mandatory 30-day waiting period for flood insurance unless there is a loan closing.
- If the home is located in a Special Flood Hazard Area, an Elevation Certificate and photos may be required, depending on date of construction.
- To be considered a flood, it must cover two acres of land or two adjacent properties.

Eligibility

- Flood is available for buildings that are walled and roofed with two or more rigid exterior walls.
- Buildings affixed to a permanent site (including mobile homes/travel trailers).
- Coverage can be provided for buildings "in the course of construction" with the deductible doubled. There is coverage for materials/supplies intended for use in the construction if they are contained in an enclosed building on or adjacent to the premises.

Flood Policies

- Standard Flood insures residences up to \$250,000 with \$100,000 available for contents coverage.
- Commercial policies cover businesses up to \$500,000 for the structure and an additional \$500,000 for the contents.

- **Preferred Risk** coverage, designed for properties in low-risk areas B, C or X zones, provides combined coverage up to \$250,000 for the structure and \$100,000 for contents.
- **Residential Condominium Building Association Policy** coverage is available to insure the value of a condominium building and common areas.
- **Mortgage Portfolio Protection Program** (Lender-Placed Flood) is available due to the requirement for mortgaged properties.

Contents Coverage

- Can be purchased alone for renters and condominium unit owners, up to \$100,000
- Can be purchased for non-residential or commercial coverage up to \$500,000

Deductibles

- **Standard Flood** policies have deductibles available up to \$5,000.
- **Preferred Risk** flood policy deductibles are \$500.
- **Residential Condominium Building Association Policies** have deductible options available up to \$25,000.
- **Mortgage Portfolio Protection Program** policies have deductibles of \$500.

Businesses need flood insurance too!

- Most business property insurance policies exclude flooding.
- Businesses can purchase flood coverage for inventory, merchandise, machinery, and even improvements made to a leased commercial structure for up to \$500,000.



Bankers Insurance Group
PO Box 15707
St. Petersburg, Florida 33733-5707

800-627-0000, x4900
www.bankersinsurance.com

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Excess Flood

Bankers Excess Flood insurance offers protection for personal and business property above the \$250,000 limit of a standard flood policy. Contents coverage is also available.

General Rules

Excess Flood coverage is available only when primary flood insurance has been provided at the maximum limits available through the NFIP or other WYO program.

- Effective date is 30 days from application date. However, coverage can be made effective at the same time as the underlying flood for a loan closing or map revision.
- Building coverage is mandatory; contents coverage is optional.
- Policy term is generally 12 months, but can be short-term or long-term rated in order to accommodate a concurrent expiration date with the underlying flood policy.

Excess Maximum Coverage Limits

Building coverage: \$2,000,000 = Residential
\$1,000,000 = Commercial

Contents coverage: \$100,000

Submit to Underwriting

The following risks must be submitted to Bankers Underwriting for approval prior to quoting and must be submitted with two photographs, front and back and a copy of the elevation certificate:

- Properties located within 1,500 feet of the Gulf of Mexico or Atlantic Ocean
- Properties located on barrier islands
- Properties located in Monroe county, FL
- Residential buildings over \$1,000,000 RCV
- Non-residential buildings over \$3,000,000 RCV
- Risks with ANY loss in the past five years
- Submit-for-rate risks

Ineligible Risks

- Buildings located in the Louisiana Parish of Orleans
- Buildings in the course of construction (unless walled and roofed)
- Buildings located in, on or over water, or seaward of mean high tide
- Buildings located in an area designated as an undeveloped coastal barrier under the Coastal Barrier Resources Act (Public Law 97-348) or the Coastal Barrier Improvement Act of 1990 (Public Law 101-591)
- Buildings subject to the NFIP Emergency Flood Program
- Buildings located in an area not eligible for flood insurance under the NFIP
- Buildings which are ineligible for flood insurance under the NFIP
- Mobile, manufactured and pre-fabricated homes, and container type buildings
- Frame Buildings located in V zones, which are not elevated on driven pilings
- Buildings located in V zones unless located behind the natural dune line and the lowest floor elevation is equal to or above the base flood elevation level
- Buildings located on a hill with more than a 30° slope if built on pilings or piers (frame or concrete)
- Condominium buildings that qualify for the RCBAP flood program
- Contents stored in the open, in basements or at elevations lower than the lowest elevated floor of an elevated Post-FIRM building
- Pre-FIRM V Zones and Post-FIRM Pre 10/81 V Zones;
- Buildings located within 1,500 feet of the Gulf of Mexico or the Atlantic Ocean and not elevated on pilings or piers.

Application, Rating and Submission Process

You can obtain a quote and complete the application instantly via the Bankers website!



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BANKERS INSURANCE GROUP

Florida Artisan Contractors

Bankers Artisan Contractors (Vector) program provides general liability coverage for specified classes of trade contractors (electricians, carpenters, painters, etc.). The program is designed to meet the needs of small- to mid-sized subcontracting companies doing business within the trades and construction industry. The program does not cover Contractors who hold an active or inactive General Contractor's or Builder's License, or contractors acting in the capacity of a General Contractor, Builder, Project Manager or Developer are not covered. The scope of work is limited to the customary and routine activities described in the selected classification.

Online system makes doing business with Bankers easy!

From quoting to viewing status and running reports to filing a claim, our online system will make writing Artisan Contractors easy. And our "Quick Quote" feature provides you with all the coverage levels and associated premiums so your customers can make informed decisions, quickly. You can even quote new business 60 days out, and review quotes up to 60 days old. Need to make a change? No problem. And if you ever need to talk to an underwriter, they are available directly via phone or email.

Submit to Underwriting

Any risk cancelled or non-renewed by another company; with more than 10 full-time employees; with any loss, claim or suit in the last three years; with operations or classes not contained in the Acceptability Guide.

Ineligible Risks

- General Contractors/Builders License
- Contractors acting in the capacity of a general contractor, builder, project manager or developer.
- Risks that perform exterior work on building exceeding three stories in height.
- Risks that have annual payroll in excess of \$1,500,000 and/or annual gross receipts in excess of \$7,000,000.
- Risks that sublet more than 25% of their work.
- Risks with less than three years' experience in selected trade(s).
- Risks that perform work in unrelated classifications or perform work in more than three (3) classes.
- Risks that perform roofing work, including installation or repair of flashings, shingles, roof coatings or paint.

Basic Coverages and Limits

Each Occurrence.....	\$100,000
General Aggregate Limit (other than Products/Completed Operations).....	\$100,000
Products-Completed Operations Aggregate Limit.....	\$100,000
Personal & Advertising Injury Limit.....	\$100,000
Fire Damage Limit – Any one fire.....	\$100,000
Medical Expense Limit – Any one person.....	\$ 5,000

Increased limits up to \$1,000,000 are available.

Optional Coverages

Additional Insureds

- Lessor of Leased Equipment **CG 20 28 (07 04)**
- Managers or Lessors of Premises **CG 20 11 (01 96)**
- Owners, Lessees or Contractors – Scheduled Person or Organization **CG 20 10 (07 04)**
- State or Political Subdiv – Permits **CG 20 12 (07 98)**

Waivers of Subrogation are available upon request.

Inland Marine Coverage

Contractors Equipment

Scheduled Form, All Risk, Valuation ACV. Total maximum value for all equipment is \$50,000. Minimum value of single piece is \$1,001 with no piece exceeding \$20,000.

Hand Tools

Blanket Basis, All Risk, Valuation ACV. Total maximum value for all hand tools is \$30,000. Coverage limited to a maximum limit per tool of \$1,000.

Installation Floater

All Risk, Valuation ACV

Minimum Premiums

Minimum Premiums for GL coverage range from \$300 to \$750, based upon level of liability. Minimum Premium per Additional Insured is \$50. Minimum Premium for Inland Marine coverage is \$100 per type of coverage.

Payment Plans

Convenient 2-pay, 4-pay, 7-pay and 10-pay plans are available based upon policy premium. Visa, MasterCard and Diners Club are also accepted.



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AGENCY INFORMATION

Legal Business Name: _____

Agency DBA Name: _____

Mailing Address: _____ (For notices under the Agreement)

Physical Address: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Internet Processing Email Address: _____

Agency Website: _____

Personal Lines & Flood Contact / Email address: _____

Commercial Lines Contact / Email address: _____

Disaster Response Contact: _____ Mobile Phone #: (_____) _____

Agency is an: Sole Proprietorship Partnership S-Corp LLC C-Corporation

State of incorporation/organization: _____ Taxpayer ID #: _____

(If agency has any branch or sub-offices, please attach any additional page(s) that list name, address, telephone & fax numbers.)

Authorized Lines: Vector Primary Flood Excess Flood

Does Agency currently/ previously represent a Bankers company? YES NO If YES, provide Agent code: _____

Names of Owner, Officers or Partners: (attach additional page(s) if necessary)

<u>Name</u>	<u>Title</u>	<u>Email Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

How long has Agency been in business? _____ Change in ownership: YES NO If YES, When? _____

Prior Name? _____

Professional Insurance Organizations: PIA IIAA State organization(s): _____

- | | | |
|--|------------------------------|-----------------------------|
| 1. Any account current or unearned commission balances past due to any company? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Any judgments or suits pending against the Agency? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Has any carrier terminated the Agency in the past three years for production and/or adverse loss ratio? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. Have you or anyone in your Agency ever been convicted of a felony crime in any state or federal court? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 5. Any license suspensions in the past five years? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 6. Any other business (e.g. real estate) conducted from premises? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 7. Is the Agency affiliated with a national or regional brokerage firm? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

Explain any "YES" answers for Questions 1-7. Please attach a written/typed explanation.

ERRORS & OMISSIONS INSURANCE

Please attach copy of E&O Policy Declarations page that indicates limits of coverage, company, expiration date and deductible.

Any claims within the past five (5) years: YES NO If "YES," please attach a written/typed explanation.

I hereby certify that I:

have

OR

have not

previously written, placed or produced any NFIP Flood Insurance business with Bankers Insurance Group, Inc., Bankers Underwriters, Inc., Bankers Insurance Company, Bankers Security Insurance Company or First Community Insurance Company, a New York corporation.

_____(Sign) _____(Date)



FLOOD INSURANCE PRODUCER AGREEMENT

THIS FLOOD INSURANCE PRODUCER AGREEMENT (“Agreement”) is entered into by and between _____ (“Producer”) and **FIRST COMMUNITY INSURANCE COMPANY**, a Florida Corporation and Write Your Own flood insurance carrier, (“Company”).

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, Company and Producer agree as follows:

SECTION 1 – AUTHORITY AND RESPONSIBILITY

- 1.1 Company hereby grants the Producer the authority to solicit and submit applications on behalf of the Company, together with premiums due, for flood insurance policies authorized under the National Flood Insurance Act (“Policy” or, collectively, “Policies”), all subject to the published authority of the Federal Emergency Management Agency/Federal Insurance Administration (“FEMA/FIA”).
- 1.2 Producer agrees to:
 - (a) Comply with all existing statutes, ordinances, and regulations, or other laws, that may be applicable to Producer (“Laws”);
 - (b) Obtain and maintain, all permissions, licenses, and other forms of documentation required in order to comply with the Laws, including, but not limited to, the requirement to maintain a valid property and casualty insurance license;
 - (c) Comply with the underwriting guidelines, bulletins, manuals, and written instructions issued by the Company or FEMA/FIA regarding the solicitation and submission of flood insurance applications;
 - (d) Collect premiums due Company for such Policies, as trustee for Company, until delivered to Company (all premiums received by Producer for the Policies are property of Company and shall be immediately turned over to Company without deduction or offset);
 - (e) Fully report to Company, immediately upon receiving knowledge thereof, all claims, demands and lawsuits, as well as all regulatory inquiries, findings or actions, involving Producer;
 - (f) Retain original documents, including any original documents submitted through the Electronic Processing System, for any minimum period that may be required by (1) the insurance rules and regulations of the state in which Producer is producing business, (2) FEMA/FIA, and (3) Laws.
 - (g) Maintain error and omission coverage as required as required in **Section 6**.

SECTION 2 – COMPENSATION

- 2.1 As the sole and entire financial consideration for all of the acts to be performed by Producer under this Agreement, Company shall pay to Producer the amounts set forth in the Commission Schedule attached to and made a part of this Agreement. The Company may amend the Commission Schedule at any time upon written notice to Producer.
- 2.2 The Producer shall refund promptly to Company, on business hereto or hereafter written, compensation on canceled Policies and reduced premiums, at the rate at which such compensation was originally paid.
- 2.3 Compensation due under this Agreement is to be payable only during the duration of this Agreement and under its terms and while the Producer is actively producing and servicing business hereunder. Any provision of this Agreement providing for

payment of compensation shall be subject to any indebtedness by the Producer to the Company arising out of Policy premium transaction. The Company shall have the right to withhold payment to offset any such indebtedness; provided, however, that any withholding of such indebtedness shall be to the extent necessary to liquidate such indebtedness.

SECTION 3 – LIMITATIONS OF AUTHORITY

- 3.1 Producer shall not extend the time of payment of premiums, nor waive or extend any obligation or condition of the Policy, or incur any liability on behalf of Company;
- 3.2 Producer shall not participate in the settlement of claims, pay claims, or commit the Company to the payment of claims.

SECTION 4 – TERMINATION

- 4.1 This Agreement shall remain in full force and effect until terminated upon sixty (60) days prior written notice given by either party to the other party.
- 4.2 Company may terminate the Agreement, without prejudice to any other remedy it may have, immediately upon written notice to Producer, if: (1) Producer engages in fraud, misconduct, abandons its business, becomes insolvent, or declares bankruptcy, (2) Producer materially breaches the terms of this Agreement, (3) Producer’s insurance license is cancelled, suspended or revoked in any state in which Producer conducts business, or (4) Producer experiences a Change of Control.
- 4.3 Producer may terminate this Agreement, without prejudice to any other remedy it may have, immediately upon written notice to Company, if: (1) Company engages in fraud, misconduct, abandons its business, becomes insolvent, or declares bankruptcy, or (2) Company materially breaches the terms of this Agreement.
- 4.4 If Producer is solvent and is not otherwise in default in any financial obligation due Company, Producer’s use and control of expirations, will remain property of Producer and will be left in Producer’s undisputed possession. However, if the Producer is in default in any financial obligation due Company, in addition to any other remedy it may have, the Company shall have the right to collect any indebtedness due from Producer through its use and control of such expirations.

SECTION 5 – ELECTRONIC PROCESSING SYSTEM

- 5.1 During the term of this Agreement, Company may provide Producer access to its propriety systems (“Electronic Processing System”) that will allow the Producer to transmit signed applications and other Policy related documentation (“Policy Documents”) electronically to Company, either through the Internet or via computer modem access using the electronic processing software. Producer will be granted a personal, non-transferable, non-assignable, non-exclusive license to use the Electronic Processing System solely in connection with the services to be performed by the Producer under this Agreement. Other than the limited rights to use the Electronic Processing System, this Agreement grants to Producer no right to possess, reproduce, download, reverse

engineer, or obtain any other interest in, the Electronic Processing System or their specifications in any tangible or intangible medium. Producer may not mortgage, hypothecate, sell, assign, pledge, lease, transfer, license, or sublicense the Electronic Processing System, nor allow any person, firm, or corporation to transmit, copy, reproduce, download, reverse engineer, or obtain any other interest in, the Electronic Processing System or their specifications, in whole or in part.

- 5.2 All original Policy Documents shall be kept by Producer in such manner and form as is generally recognized as acceptable in the insurance industry or as may be required by the Company. Policy Documents shall be open to inspection and/or audit at all reasonable times by any representative of the Company. Producer shall provide any original Policy Documents, held in its possession and control, to Company upon request and at Producer's expense.

SECTION 6 – ERRORS AND OMISSIONS POLICY

During the term of this Agreement, Producer shall, at its own cost and expense, purchase and maintain in force, an Errors and Omissions insurance policy with limits not less than \$100,000.00 (maximum \$5,000.00 deductible unless otherwise agreed to in writing by Company) and shall provide Company with a certificate, and upon request a certified copy, of the policy. Company reserves the right to verify coverage at any time.

SECTION 7 – CHANGE OF CONTROL

Producer shall notify Company in writing at least thirty (30) days in advance of any of the following occurrences, each of which shall be deemed a "Change of Control": (a) a sale, transfer or pledge, or the issuance to a new shareholder, of 10% or more of the voting stock of the Producer; or (b) a sale, transfer or pledge of a substantial portion of the material assets of the Producer, or any merger or consolidation of the Producer with another entity or entities; or (c) a change in any director or principal officer of the Producer.

SECTION 8 – INDEMNIFICATION

- 8.1 Producer shall defend, indemnify and hold Company harmless from any claims, liability, loss, cost or suit (including all legal expenses incurred) arising from or in connection with any unauthorized or negligent acts, any error or omission, or any breach of any of the provisions of this Agreement by Producer or Producer's owners, employees, officers, directors, agents or representatives.
- 8.2 Company shall hold Producer harmless from any judgment for damages against such Producer as a result of any court action by a policyholder or applicant arising out of a direct error or omission on the part of Company, provided Producer has not caused or contributed to such liability by its own acts or omission. The Producer agrees, as a condition of such indemnification, to notify Company promptly of any claim or suit against it, and to allow Company to make such investigation, settlement or defense thereof as Company deems prudent.

SECTION 9 – MISCELLANEOUS

- 9.1 The Company shall provide direct billed renewal premium notices to the designated payor of the Policy prior to the expiration date of the Policy and shall provide the Producer with either list notice or individual notice of the upcoming expiration of the Policies serviced by the Producer under the Agreement.
- 9.2 All materials furnished by Company to Producer under this Agreement shall remain the property of Company and shall be

returned to Company upon request or upon termination of the Agreement.

- 9.3 This Agreement shall not be assigned or otherwise transferred by Producer, whether by operation of law or otherwise, without the prior written approval of the Company. Any assignee shall be bound by the terms of this Agreement.
- 9.4 Except as provided in Section 2.1, this Agreement constitutes the entire agreement among the parties and may not be amended or modified without the express written approval of an authorized representative of Company and Producer.
- 9.5 If any provision of this Agreement is deemed void, illegal or unenforceable, the validity of the remaining portions shall not be affected thereby. Any waiver on one occasion of the rights of the Company under this Agreement shall not constitute a continuing waiver of any such right.
- 9.6 This Agreement will be interpreted and construed according to the laws of the State of Florida. Any claim or controversy arising out of this Agreement will be decided by a court of competent jurisdiction in Pinellas County, Florida. Any claim by Producer under the Agreement must be brought within one (1) year of the occurrence of the claim. The prevailing party in any court action alleging breach of this Agreement, or seeking to enforce, rescind, renounce, declare void or terminate this Agreement or any provisions thereof, shall be entitled to recover all of its legal expenses, including reasonable attorney's fees and costs.
- 9.7 Producer authorizes Company and anyone acting on Company's behalf to conduct such background investigations of Producer, its owners, employees, officers, directors, agents or representatives, as Company deems necessary to satisfy itself that it has complied with federal and state requirements. Producer agrees to cooperate with Company and anyone acting on Company's behalf, as the background checks are conducted.
- 9.8 Producer and Company shall act as independent contractors and be free within the prescribed underwriting guidelines of the Company and FEMA/FIA in force at the time to exercise their own judgment as to whom they will solicit, and the time, place, manner, and amount of such solicitation.
- 9.9 Producer will comply with all current and future applicable regulatory implementations of the Gramm-Leach-Bliley Act or similar state privacy laws (collectively, "Privacy Laws"). Specifically, Producer shall treat as confidential and will not disclose or otherwise make available any nonpublic personal information ("Private Information"), in any form, except as may be necessary to perform services under this Agreement. "Private Information" shall include the name, address, phone number, social security number, tax identification number, date of birth, account number, account balances, and account transactions of policyholders and applicants.
- 9.10 All notices required by this Agreement shall be sufficiently given if delivered by hand, or sent by certified mail, return receipt requested, or by overnight delivery service, to Company at **11101 Roosevelt Blvd N, St. Petersburg, FL 33716, Attention: General Counsel** (or such other address of which the Company shall have given notice in accordance herewith), and to Producer at the last known address on file with Company.
- 9.11 All of the terms and provisions of this Agreement shall survive termination to the extent that such terms and provisions are necessary to enforce the rights of the party not in default.

THIS AGREEMENT IS ONLY EFFECTIVE UPON SIGNING BY PRODUCER AND COMPANY:

SIGNATURE FOR PRODUCER, DOING BUSINESS AS A CORPORATION OR LLC

Producer has caused this Agreement to be executed by a duly authorized officer or LLC Manager of Producer (as applicable), and Producer warrants and represents that such authorized officer or LLC Manager has complete authority to enter into this Agreement.

By: _____ Title: _____
Authorized Officer or LLC Manager

Name (Print or Type) Date: _____

SIGNATURE FOR PRODUCER DOING BUSINESS AS A SOLE PROPRIETORSHIP

Producer has caused this Agreement to be executed individually by owner of Producer, and the individual signing below warrants and represents that he or she has complete authority to enter into this Agreement.

Signed Individually Date: _____

Name (Print or Type)

SIGNATURE FOR PRODUCER DOING BUSINESS AS A PARTNERSHIP

Producer has caused this Agreement to be executed by its Managing Partner, and the individual signing below warrants and represents that he or she has complete authority to enter into this Agreement on behalf of the partnership.

By: _____ Date: _____
Managing Partner

Name (Print or Type)

** All individual partners must also sign within the attached Partnership Signature Supplement.*

PERSONAL GUARANTY (REQUIRED YES NO)

The undersigned individual hereby personally guarantees the full and faithful performance of all duties and obligations of Producer pursuant to the above Agreement.

Signed Individually Date: _____

Name (Print or Type)

COMPANY SIGNATURE

FIRST COMMUNITY INSURANCE COMPANY

BY: _____ (Signature) _____ (Title) _____ (Date)

FOR HOME OFFICE USE ONLY

Producer Code: _____ Rep Code: _____ Contract Effective Date: _____

New Producer Book of Business Transfer

Did You Remember To:

- Complete, read and sign the Producer Agreement?
- Complete any required attachments, as applicable? (W-9, Partnership Signature Supplement)
- Enclose a copy of your current E&O Dec page?
- Include a copy of individual license and Agency license, if applicable?

PARTNERSHIP SIGNATURE SUPPLEMENT

PARTNERSHIP SIGNATURES

Producer has caused this Agreement to be executed individually by each of its partners, and each individual partner signing below warrants and represents that he or she has complete authority to enter into this Agreement on behalf of the partnership.

Partner Signature: _____

Print Name of Partner: _____ **Date:** _____

Partner Signature: _____

Print Name of Partner: _____ **Date:** _____

Partner Signature: _____

Print Name of Partner: _____ **Date:** _____

Partner Signature: _____

Print Name of Partner: _____ **Date:** _____

Partner Signature: _____

Print Name of Partner: _____ **Date:** _____



FLOOD ROLLOVER AUTHORIZATION AGREEMENT

NOTE: To be used only for the transfer of an existing flood book of business from another WYO Carrier or the NFIP to a Bankers Insurance Group, Inc. WYO carrier.

AGENCY INFORMATION	
Producer Name ("Producer"):	_____
Agency Address:	_____
Contact Person for Rollover:	_____ Telephone: _____
Current WYO Carrier:	_____
Renewal Processing Start Date:	_____
(Renewal notices will <i>not</i> be mailed for policies renewing prior to this date.)	

As an authorized representative of the Producer, I hereby authorize **First Community Insurance Company**, a Florida corporation, to become Producer's new "Write Your Own" flood insurance carrier ("Bankers WYO Carrier"), and to process and renew all flood insurance policies submitted to it effective as of the Renewal Processing Start Date indicated above. I further authorize Bankers WYO Carrier to obtain the necessary data (i.e., policy declaration pages, elevation certificates, pictures, etc.) for the flood insurance business currently written through the Current WYO Carrier listed above. However, I understand that it may be necessary to provide Bankers WYO Carrier with some declaration pages, elevation certificates, pictures, etc. after the initial duplication process as a result of incomplete or unreadable documentation.

Producer, as agent of record for the Policies, (a) accepts responsibility to notify the insured and other interested parties of the change in carrier, and (b) certifies that all policy data shown on the declaration pages, elevation certificates, pictures, etc., submitted to Bankers WYO Carrier by or on behalf of Producer, is current and in-force at the time of duplication.

Pending receipt of all necessary data, and effective as of the Renewal Processing Start Date, Bankers WYO Carrier will produce billing notices to the insureds prior to the expiration date of their current flood insurance policy. Any termination of this agreement must be made in writing with at least sixty (60) days prior notice.

Acknowledged and Agreed:

Producer/Authorized Signature _____
Date

Name and Title (Please Print)

FOR COMPANY USE ONLY	
Approximate policy count:	_____
Commission:	_____ New Business _____ Renewal _____ Rollover

AGENCY AGREEMENT

THIS AGENCY AGREEMENT ("Agreement") is entered into between **BANKERS UNDERWRITERS, INC.** (herein, "**BUI**"), a Florida entity, and _____ (herein, "**Agency**").

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, BUI and Agency agree as follows:

SECTION 1 – APPOINTMENT AND AUTHORITY

1.1 For those lines of business specified in the attached commission schedule ("Commission Schedule"), BUI, on behalf of the authorized carriers specified in the Commission Schedule ("Authorized Carriers"), hereby:

- (a) Appoints Agency to represent it in the sale of insurance policies ("Policy" or, collectively, "Policies"); and
- (b) Authorizes Agency and grants Agency the authority, through its Authorized Carriers, to:
 - (1) receive and accept proposals for insurance;
 - (2) countersign and deliver Policies, endorsements, and, if authorized in writing, binders of insurance bearing the authorized signatures, written or printed, of officials of the Authorized Carriers;
 - (3) collect, receive and receipt for premiums due Authorized Carriers for such insurance as further specified in Section 4 of this Agreement; and
 - (4) bind the Authorized Carriers on risks.

All of the foregoing subject specifically to the limitations and other terms and conditions of this Agreement, and the Authorized Carriers' underwriting guidelines, bulletins, manuals and written instructions. BUI retains the right, in its sole discretion, to appoint other agencies in the same territory as Agency.

1.2 Agency agrees to:

- (a) Comply with all existing statutes, ordinances, and regulations, or other laws, that may be applicable to Agency ("Laws");
- (b) Obtain and maintain, all permissions, licenses, and other forms of documentation required in order to comply with the Laws, including the requirement to maintain a valid property and casualty insurance license;
- (c) Only submit Policy transactions through Producers who are in good standing with the appropriate state insurance licensing department(s) and who meet all other applicable licensing and appointment requirements, if any;
- (d) Notify BUI within three (3) business days if any Producer appointed through BUI terminates his or her employment or business relationship with Agency;
- (e) Comply with the underwriting guidelines, bulletins, manuals, and written instructions (as issued or modified by the Authorized Carriers from time to time in its sole discretion);
- (f) Collect premiums due Authorized Carriers for such Policies, as trustee for BUI and the Authorized Carriers, until delivered to the Authorized Carriers;
- (g) Fully report to the Authorized Carriers, immediately upon receiving knowledge thereof, all claims, demands and lawsuits, as well as all regulatory inquiries, findings or actions, involving Agency;
- (h) Retain original documents for the minimum period specified in Section 8;
- (i) Maintain error and omission coverage as required as required in Section 9; and

- (j) Advise us if Agency, or one of its officers, partners, principals, owners or Producers is or has been convicted of a federal or state felony offense involving dishonesty or breach of trust.

For purposes of this Agreement, "**Producer**" means any individual employed or contracted by Agency to perform all or some of the activities described in Section 1.1 and Section 1.2 above, on Agency's behalf. The term also includes any licensed entity contracted by Agency to act as Agency's business partner in producing Policies.

1.3 Agency will ensure that all Producers are aware of and understand the obligations undertaken by Agency under this Agreement. Agency shall be liable for any actions or inactions taken by Producers with regard to the Policies and the obligations undertaken by Agency under this Agreement. Agency agrees that the Producers are subject to the same terms and conditions as regards the Policies and the obligations undertaken by Agency under this Agreement, and that Agency will take appropriate steps to ensure the Producers' compliance.

SECTION 2 – LIMITATIONS OF AUTHORITY

- 2.1 Agency agrees that it will not use BUI's or any Authorized Carrier's name in any advertising without prior written approval by BUI. If approved for use, the Agency shall maintain a copy of the approved advertisement and full details concerning where, when, and how it was used, and it shall also comply with all legal requirements regarding content, review and approval of advertising and maintenance of records.
- 2.2 Agency shall have no authority to send notice of cancellation. Agency shall request cancellation of Policies issued by any Authorized Carrier for Agency for non-payment of premiums and for other causes inherent in the particular risk or risks insured, where such cancellation is in the best interest of the Authorized Carrier or BUI. Any Authorized Carrier in its sole discretion, may cancel any Policy issued by that Authorized Carrier for Agency without the Agency's request, by direct notice to the insured duly given in accordance with Law.
- 2.3 Agency has no power or authority to settle or adjust claims or losses unless specifically authorized by the applicable Authorized Carrier in writing. The Authorized Carriers shall retain full control of, and full authority over, losses and claims. Specifically, all claims arising from business placed with any Authorized Carrier under this Agreement shall be adjusted and handled only by that Authorized Carrier or its duly appointed representatives. Failure to properly and promptly report all losses and claims, as required by this Section 2.3, is a material breach of this Agreement.

SECTION 3 – COMPENSATION

- 3.1 As the sole and entire financial consideration for all of the acts to be performed by Agency under this Agreement, Agency shall receive the amounts set forth in the Commission Schedule. BUI may amend the Commission Schedule at any time upon thirty (30) days written notice to Agency.
- 3.2 Compensation due under this Agreement is to be payable only during the duration of this Agreement and under its terms and

while the Agency is actively producing and servicing business hereunder. Agency shall not assign their rights to receive commissions under this Agreement to any third party without BUI's prior written consent, which may be withheld at its sole discretion.

- 3.3 The Agency shall refund promptly to BUI, on business hereto or hereafter written, compensation on canceled Policies and reduced premiums, at the rate at which such compensation was originally paid.
- 3.4 Any provision of this Agreement providing for payment of compensation shall be subject to any indebtedness by the Agency to BUI or any Authorized Carrier, including any reimbursement of fees owed BUI or any Authorized Carrier for license appointments (including renewals) of any Producers. BUI and the Authorized Carriers shall have the right to withhold compensation due Agency to offset any such indebtedness; provided, however, that any withholding of such indebtedness shall be to the extent necessary to liquidate such indebtedness. BUI and the Authorized Carriers shall have the authority and power to seek all available legal and equitable remedies against Agency to obtain repayment of any indebtedness not otherwise offset by compensation due Agency.

SECTION 4 – PREMIUM SUBMISSION

- 4.1 All premiums received by Agency and due to any Authorized Carrier shall be held by Agency as trustee for BUI and the Authorized Carrier until delivered to the Authorized Carrier. The keeping of an account on the books of BUI and any Authorized Carrier, or on the books of the Agency, in the form of a creditor and debtor account, is hereby declared to be a record of memorandum of business transacted, and shall in no way be taken to change this fiduciary relationship of Agency. Neither alteration of compensation rate, nor failure of BUI or Authorized Carrier to enforce prompt remittance of the premiums collected by Agency, nor compromise or settlement of account rendered by BUI or any Authorized Carrier to Agency, shall be interpreted to change this fiduciary relationship.
- 4.2 Unless otherwise authorized by an Authorized Carrier, pursuant to the Commission Schedule, all Policies are to be written using an approved direct bill payment plan (“**Direct Bill Payment Plan**.”) Under the Direct Bill Payment Plan:
- (a) Agency shall promptly submit to the Authorized Carrier the full (gross) down payment with every insurance application. Future installments and renewal notices will be billed to the insured by the Authorized Carrier and will be payable directly to the Authorized Carrier. Agency shall cooperate with BUI in all collections.
 - (b) Commissions shall be calculated by the Authorized Carrier and reported in the Agency's Statement of Account. If the monthly Statement of Account results in return commissions due to the Authorized Carrier, Agency agrees to remit payment in full to the Authorized Carrier within fifteen (15) days of receipt of the Statement of Account.
 - (c) Authorization to use the Direct Bill Payment Plan shall be indicated by a “DB” under the “Pay Method” section of the Commission Schedule, as may be applicable to any individual line of business.
- 4.3 If the Agency is authorized by an Authorized Carrier, pursuant to the Commission Schedule, to bill and collect the premium (herein, the “**Account Current Pay Plan**”), then with regard specifically to Policies written by that Authorized Carrier:

- (a) Agency shall pay the Authorized Carrier in accordance with the Statement of Account rendered by the Authorized Carrier. In no event shall premiums arising out of insurance written under this Agreement, whether or not collected by Agency, be remitted to the Authorized Carrier later than forty five (45) days after the end of the month in which the applicable insurance was effective or renewed, or in which a premium payment date occurs.
- (b) In the event Agency is unable to collect full payment as indicated for all items on the Statement of Account, such items shall be subject to cancellation by direct notice to the insured, and any balances resulting from such cancellations or otherwise shall be due and payable to the Authorized Carrier immediately.
- (c) If the Agency, within forty five (45) days after receiving notice of premiums developed by audits, notifies the Authorized Carrier that all normal collection efforts have been exhausted, the Authorized Carrier shall take up any collection efforts. If the Authorized Carrier is subsequently successful in collecting such premiums, the Authorized Carrier will be entitled to the full amount collected with no deduction for commission and the Agent shall be entitled to a credit to the extent of the collection made, whether partial or in full, against outstanding arrearages due Agent for uncollected premiums (less costs of collection including, but not limited to, court costs, and attorneys' fees not reimbursed by such delinquent insured's).
- (d) Authorization to use the Account Current Pay Plan shall be indicated by an “AC” under the “Pay Method” section of the Commission Schedule, as may be applicable to any individual line of business.

- 4.4 Whether utilizing a Direct Bill Payment Plan or Account Current Payment Plan, a statement of account (“**Statement of Account**”) shall be delivered to Agency monthly by the Authorized Carrier. If Agency does not receive the monthly statement by the 20th day of any month, Agency shall promptly notify the Authorized Carrier of this fact. Authorized Carrier, at its sole discretion, may reasonably alter the frequency and/or content of the Statement of Account; provided, however, such report is made no less frequently than monthly. The omission of any item(s) from the Statement of Account or any other report shall not affect the responsibility of either party to account for and pay all amounts due the other party, nor shall it prejudice the rights of either party to collect all such amounts due from the other party.

SECTION 5 - TERMINATION

- 5.1 This Agreement shall remain in full force and effect until terminated upon sixty (60) days prior written notice given by either party to the other.
- 5.2 BUI may terminate the Agreement, without prejudice to any other remedy it may have, immediately upon written notice to Agency, if: (1) Agency engages in fraud, misconduct, abandons its business, becomes insolvent, or declares bankruptcy, (2) Agency materially breaches the terms of this Agreement, (3) Agency's (including any agent soliciting business for BUI through Agency) insurance license is cancelled, suspended or revoked in any state in which Agency (or agent as applicable) conducts business, (4) Agency experiences a Change of Control, or (5) there is a cancellation of, or an adverse change in, any Authorized Carrier's reinsurance arrangements for business produced under this Agreement.

- 5.3 Agency may terminate this Agreement, without prejudice to any other remedy it may have, immediately upon written notice to BUI, if: (1) BUI engages in fraud, misconduct, abandons its business, becomes insolvent, or declares bankruptcy, or (2) BUI materially breaches the terms of this Agreement.
- 5.4 If Agency is solvent and is not otherwise in default in any financial obligation due BUI or any Authorized Carrier, Agency's use and control of expirations, will remain property of Agency and will be left in Agency's undisputed possession. However, if the Agency is in default in any financial obligation due BUI or any Authorized Carrier, in addition to any other remedy it may have: (a) BUI shall have the right to collect any indebtedness due from Agency through its use and control of such expirations; (b) the Agency will be liable for all costs incurred by BUI or any Authorized Carrier to collect outstanding balances together with interest thereon. Agency shall not sell, or negotiate the sale of, its records and expirations, and/or any other thing of value in the "Agency's" agency, if Agency is default under this agreement, without written consent of BUI.
- 5.5 Termination of this Agreement shall not affect any duties, obligations or liabilities incurred prior to termination except as otherwise provided herein.

SECTION 6 – CONFIDENTIAL INFORMATION

Agency acknowledges and agrees that BUI, the Authorized Carriers, and their affiliates are the owners of valuable trade secrets and other confidential information and such other like information which is licensed from third parties which, for purposes of this Agreement, shall be referred to as "**Confidential Information**." Confidential Information, whether disclosed orally or otherwise, shall include Policy Documents, Authorized Carriers' loss or claims information, BUI business plans, customer information and information related to Electronic Processing System. Agency and Producers shall treat as strictly confidential and shall not divulge or permit to be divulged to or examined or copied by third parties any Confidential Information but will only use such Confidential Information for the purposes and activities contemplated by this Agreement. Agency acknowledges and agrees that the Confidential Information is provided "as is" and that neither BUI, the Authorized Carriers nor any of their affiliates will be liable for any damages of any type that Agency might suffer (including, but not limited to, any lost profits or revenue) arising from or in any way connected with, Agency's use of the Confidential Information.

SECTION 7 – ELECTRONIC PROCESSING SYSTEM

During the term of this Agreement, BUI may provide Agency access to propriety systems ("**Electronic Processing System**") that will allow the Agency to transmit signed applications and other Policy related documentation ("**Policy Documents**") electronically to the Authorized Carriers, either through the Internet or via computer modem access using the electronic processing software. Agency will be granted a personal, non-transferable, non-assignable, non-exclusive license to use the Electronic Processing System solely in connection with the services to be performed by the Agency under this Agreement. Other than the limited rights to use the Electronic Processing System, this Agreement grants to Agency no right to possess, reproduce, download, reverse engineer, or obtain any other interest in, the Electronic Processing System or their specifications in any tangible or intangible medium. Agency may not mortgage, hypothecate, sell, assign, pledge, lease, transfer, license, or sublicense the Electronic Processing System, nor allow any person, firm, or

corporation to transmit, copy, reproduce, download, reverse engineer, or obtain any other interest in, the Electronic Processing System or their specifications, in whole or in part. Agency is responsible for the maintenance of the equipment and software required for Agency to access and use Electronic Processing System. Access to Electronic Processing System may be terminated by BUI at any time at BUI's sole discretion. However, if BUI terminates access for reasons other than a breach of any term of this Agreement, BUI will endeavor to provide Agency with sufficient notice to avoid any significant business disruption. Although BUI and the Authorized Carriers intend to use commercially reasonable efforts to maintain the proper functioning of Electronic Processing System, neither party represents or warrants that the Electronic Processing System will meet Agency's requirements or that the operation of the Electronic Processing System will be uninterrupted or error-free. Access to the Electronic Processing System is provided "as is", and neither BUI, the Authorized Carriers nor any of their subsidiaries or affiliates will be liable for any damages of any type Agency might suffer (including but not limited to, any lost profits or revenue, loss of use or costs of recovering lost data) arising from or in any way connected with Agency's use of Electronic Processing System.

SECTION 8 – POLICY DOCUMENTS, RETENTION

- 8.1 All original Policy Documents shall be kept by Agency in such manner and form as is generally recognized as acceptable in the insurance industry or as may be required by BUI or any Authorized Carrier. Agency shall retain original Policy Documents for a minimum period of seven (7) years, or for any longer period as may be required by Laws. Specifically, Agency shall ensure that all applications are signed by the prospective insured and all applications shall be kept under the Agency's control.
- 8.2 All original Policy Documents (including applications), and the books, accounts, correspondence and other records of Agency relating to business transacted pursuant to this Agreement, shall, at all reasonable times be open to inspection and/or audit by BUI, the Authorized Carriers or their designated representatives, and either of these parties may make copies thereof before or after the termination of this Agreement. Agency shall provide any original Policy Documents, held in its possession and control, to BUI and the Authorized Carriers upon request and at Agency's expense.

SECTION 9 – ERRORS AND OMISSIONS POLICY

Agency shall, at its own cost and expense, purchase and maintain in force, during the terms of this Agreement and so long as there exists an unearned premium balance in any Authorized Carrier's account with Agency, an Errors and Omissions insurance policy with limits not less than \$500,000.00 (maximum \$5,000.00 deductible unless otherwise agreed to in writing by BUI) and shall provide BUI with a certificate, and upon request a certified copy, of the policy. BUI reserves the right to verify coverage at any time.

SECTION 10 – CHANGE OF CONTROL

Agency shall notify BUI in writing at least thirty (30) days in advance of any of the following occurrences, each of which shall be deemed a "**Change of Control**": (a) a sale, transfer or pledge, or the issuance to a new shareholder, of 10% or more of the voting stock of the Agency; or (b) a sale, transfer or pledge of a substantial portion of the material assets of the Agency, or any merger or consolidation of the Agency with another entity or entities; or (c) a change in any director or principal officer of the Agency.

SECTION 11 – INDEMNIFICATION

- 11.1 Agency shall defend, indemnify and hold BUI and the Authorized Carriers, their subsidiaries and affiliates, and their respective officers, directors, employees and representatives harmless from any claims, liability, loss, cost or suit (including reasonable attorney's fees and costs) arising from or in connection with any unauthorized or negligent acts, any error or omission, or any breach of any of the provisions of this Agreement by Agency or Agency's owners, Producers, employees, officers, directors, agents or representatives.
- 11.2 BUI shall hold Agency harmless from any judgment for damages against the Agency as a result of any court action by a policyholder or applicant arising out of a direct error or omission on the part of BUI, provided Agency has not caused or contributed to such liability by its own acts or omission. The Agency agrees, as a condition of such indemnification, to notify BUI promptly of any claim or suit against it, and to allow BUI to make such investigation, settlement or defense thereof as BUI deems prudent.

SECTION 12 – MISCELLANEOUS

- 12.1 All materials furnished by BUI or any Authorized Carrier to Agency under this Agreement, including Confidential Information ("**Materials**") shall remain the property of BUI or the Authorized Carrier (as applicable). Materials shall be returned to BUI or the Authorized Carrier upon request or upon termination of the Agreement, and Agency shall indemnify BUI and the Authorized Carriers for any cost incurred (including reasonable attorney's fees and costs) to secure the Materials.
- 12.2 This Agreement shall not be assigned or otherwise transferred by Agency, whether by operation of law or otherwise, without the prior written approval of BUI. Any assignee shall be bound by the terms of this Agreement.
- 12.3 This Agreement (including any Schedules and Exhibits referenced herein and attached to this Agreement) constitutes the entire agreement among the parties. Except as specified in **Section 3.1**, this Agreement may not be amended or modified without the express written approval of an authorized representative of BUI and Agency.
- 12.4 If any provision of this Agreement is deemed void, illegal or unenforceable, the validity of the remaining portions shall not be affected thereby. Any waiver on one occasion of the rights of BUI or any Authorized Carrier under this Agreement shall not constitute a continuing waiver of any such right.
- 12.5 This Agreement will be interpreted and construed according to the laws of the State of Florida, without regard to any applicable conflicts of law principles. Any claim or controversy arising out of this Agreement will be decided by a court of competent jurisdiction in Pinellas County, Florida. Any claim by Agency under the Agreement must be brought within one (1) year of the occurrence of the claim. The prevailing party in any court action alleging breach of this Agreement, or seeking to enforce, rescind, renounce, declare void or terminate this Agreement or any provisions thereof, shall be entitled to recover all of its legal expenses, including reasonable attorney's fees and costs.
- 12.6 Agency authorizes BUI, the Authorized Carriers and anyone acting on their behalf to conduct such background

investigations of Agency, its owners, employees, officers, directors, agents or representatives, as BUI or the Authorized Carriers deem necessary to satisfy themselves that it has complied with federal and state requirements. Agency agrees to cooperate with BUI, the Authorized Carriers and anyone acting on their behalf, as the background checks are conducted.

- 12.7 Agency and BUI shall act as independent contractors and be free, within the prescribed underwriting guidelines of BUI in force at the time, to exercise their own judgment as to whom they will solicit, and the time, place, manner, and amount of such solicitation.
- 12.8 The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Any reference to "day" or "days" shall mean calendar days unless "business day" or "business days" is otherwise specified.
- 12.9 If BUI or any Authorized Carrier discloses to Agency, or to a Producer, nonpublic personal information, ("**NPI**"), as defined in the Gramm-Leach-Bliley Act ("**GLB**") or as defined by any applicable state privacy statute, rule or regulation, (collectively referred to as the "**State Privacy Laws**"), BUI and the Authorized Carriers will only do so pursuant to an exception set forth in both GLB and whatever, if any, State Privacy Laws may be applicable. NPI shall include the name, address, phone number, social security number, tax identification number, date of birth, account number, account balances, and account transactions of policyholders and applicants. Notwithstanding any other language in this Agreement, neither Agency nor any Producer shall use, disclose or disseminate NPI for any purpose other than that for which it was provided. Agency shall maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard all NPI. The handling of any NPI, and the purpose for which the information may be used, shall be in compliance with all applicable laws, regulations and rulings, including GLB and the Federal Fair Credit Reporting Act, as amended and re-enacted. Agency also agrees that a violation of the covenants described in this paragraph may cause irreparable and substantial damage and that no adequate remedy may be available at law or in equity. As a result, such violation may be enjoined through injunctive proceedings in addition to any other rights and remedies available at law or in equity.
- 12.10 All notices required by this Agreement shall be sufficiently given if delivered by hand, or sent by certified mail, return receipt requested, or by overnight delivery service, to BUI at **11101 Roosevelt Blvd N, St. Petersburg, FL 33716, Attention: General Counsel** (or such other address of which BUI shall have given notice in accordance herewith), and to Agency at the last known address on file with BUI.
- 12.11 All of the terms and provisions of this Agreement shall survive termination to the extent that such terms and provisions are necessary to enforce the rights of the party not in default.

THIS AGREEMENT IS ONLY EFFECTIVE UPON SIGNING BY AGENCY AND BUI:

SIGNATURE FOR AGENCY, DOING BUSINESS AS A CORPORATION OR LLC

Agency has caused this Agreement to be executed by a duly authorized officer LLC Manager of Agency (as applicable), and Agency warrants and represents that such authorized officer or LLC Manager has complete authority to enter into this Agreement.

By: _____ Title: _____
Authorized Officer or LLC Manager

Name (Print or Type) Date: _____

SIGNATURE FOR AGENCY DOING BUSINESS AS A SOLE PROPRIETORSHIP

Agency has caused this Agreement to be executed individually by owner of Agency, and the individual signing below warrants and represents that he or she has complete authority to enter into this Agreement.

Signed Individually Date: _____

Name (Print or Type)

SIGNATURE FOR AGENCY DOING BUSINESS AS A PARTNERSHIP

Agency has caused this Agreement to be executed by its Managing Partner, and the individual signing below warrants and represents that he or she has complete authority to enter into this Agreement on behalf of the partnership.

By: _____ Date: _____
Managing Partner

Name (Print or Type)

** All individual partners must also sign within the attached Partnership Signature Supplement.*

PERSONAL GUARANTY (REQUIRED YES NO)

The undersigned individual hereby personally guarantees the full and faithful performance of all duties and obligations of Agency pursuant to the above Agreement.

Signed Individually Date: _____

Name (Print or Type)

BUI SIGNATURE

BY: _____ (Signature) _____ (Title) _____ (Date)

FOR HOME OFFICE USE ONLY

Agency Code: _____ Rep Code: _____ Contract Effective Date: _____

New Agency Book of Business Transfer

Did You Remember To:

- Complete, read and sign the Agency Agreement?
- Complete any required attachments, as applicable? (W-9, Partnership Signature Supplement)
- Enclose a copy of your current E&O Dec page?
- Include a copy of individual license and Agency license, if applicable?

Individual's Legal Name: _____ Date of Birth: _____
License Number: _____ License Type: _____ Soc Sec #: _____
Agency Name: _____ Agency Code: _____
Business Address: _____
City/State/Zip: _____ County: _____
Business Phone: _____ Commercial Lines Agent? Personal Lines Agent?
Business email address (required): _____

Please list residential address(es) for the last five (5) years (attach a separate sheet if necessary):

Current Residential (Physical) Address: _____ # of years: _____
City/State/Zip: _____ County: _____

Prior Residential (Physical) Address: _____ # of years: _____
City/State/Zip: _____ County: _____

Have you ever been appointed (licensed) by another Company? Yes No
If yes, name of company (or attach printout): _____

Have you ever been convicted of a felony crime in any state or federal court? Yes No
If yes, please explain: _____

Disclosure to the Consumer

In connection with your application for appointment, Bankers Insurance Group, Inc. (BIG) and its affiliates intend to conduct a verification of your background. To ensure full compliance with the 1997 Fair Credit Reporting Act Section 604 (A) and to facilitate easy access to all information necessary, please read and sign this form.

I, _____, authorize all persons and entities (including but not limited to businesses, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, the NASD, and all military services) to release all written and verbal information about me to First Advantage and/or BIG. I release and agree to hold each harmless from all liability and responsibility for doing so.

I specifically authorize the procurement of an investigative consumer credit report and understand that in all likelihood it will contain information about my background, mode of living, character, general reputation, and personal characteristics. I further understand that upon written request I will be given a list of the areas which will be researched and included in the investigative report into my background.

In the event that an adverse decision will be made based on my Credit Report, First Advantage and/or BIG will provide me with information on how to obtain a copy of the report and a description in writing of my legal rights.

I understand that the Violent Crime Control and Law Enforcement Act of 1994 (18 U.S.C. section 1033) prohibits BIG from willfully permitting any individual convicted of any criminal felony involving dishonesty or a breach of trust from participating in the business of insurance. I understand that my application for appointment will be rejected if such a conviction is found on my record. I further understand that my application for appointment may be reconsidered if I obtain the specific written consent of the Department of Insurance allowing for my participation in the business of insurance.

Signed: _____ Date: _____

THIS FORM MUST BE ACCOMPANIED BY A COPY OF YOUR INSURANCE LICENSE(S).

Submit completed form with copy of your 2-20 Florida insurance license(s) and appointment fees of \$124.20 made payable to Bankers Insurance Company to the LAAIA, Attention: Dulce Suarez-Resnick.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	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.

Social security number
or
Employer identification number

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. citizen or other U.S. person (defined below).

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Bankers Insurance Company | First Community Insurance Company
Bankers Specialty Insurance Company

Electronic Services Form

Agency Swipes (ACH) and Direct Deposit of Direct Bill Commissions

Your agency will have insured premium payments swept out of your trust account or other designated account. You will also receive direct deposit of your agency's commissions from all accounts. Funds are deposited into your operating account or other designated account approximately the 15th of each month.

**This service is mandatory to participate in the LAAIA Partnership program.
Please keep a copy of the completed authorization form for you records!**

Electronic Delivery of Direct Bill Statements

Your agency will receive their monthly Direct Bill Commission statements via email or fax.

Note: *The most efficient way to view and print your agency statements is via our Bankers website at www.bankersinsurance.com. Current month's statements are available after the 15th of each month. Prior month's and year's statements can be accessed at any time. For help in accessing these and other agency management tools on our website, please contact our Agency Help Desk at 1.800.627.0000 x4156.*

Agency Electronic Forms Service

This service enables your agency to receive their agent copies of Bankers documents via email instead of waiting for traditional mail service. ***This service includes all Bankers products – personal, commercial and flood lines.***

You may select one of 3 ways to receive your output:

- Individually by policy number with no hard copy, allowing you to directly attach the documents to your client file in your management system;
- Packaged by day with no hard copy, allowing you to T-File documents;
- Packaged by day with hard copy via regular mail service – for the agency who wants to verify electronic copies against hard copies before moving to only electronic copies.



**AUTHORIZATION AGREEMENT FOR AUTOMATIC COMMISSION DEPOSITS
AND PREMIUM WITHDRAWALS**

Agency Name: _____ Agent ID #: _____

Agency Accounting Email address: _____

I hereby authorize Bankers Insurance Group, Inc. and its affiliates to initiate debit entries (withdrawals of premium), credit entries (deposits of commission) and adjustments for any debit or credit entries in error to my account(s) indicated and the depository named below.

WITHDRAWAL OF PREMIUM: New Checking Account Change of Checking Account

Bank Name: _____ Print Name: _____

Transmit/ABA No: _____ Title: _____ Date: _____

Account No: _____ Signature: _____

**** Please attach a voided check or a copy of a check for account verification purposes.**

DEPOSIT OF COMMISSION: New Checking Account Change of Checking Account

Bank Name: _____ Print Name: _____

Transmit/ABA No: _____ Title: _____ Date: _____

Account No: _____ Signature: _____

**** Please attach a voided check or a copy of a check for account verification purposes.**

This authority is to remain in full force and effect until Bankers Insurance Group, Inc. has received written notification from me of its termination in such manner as to afford Bankers Insurance Group, Inc. and named bank a reasonable opportunity to act on it.

If you are changing account(s), do not cancel your previous bank account(s) until your bank account change has been processed. The effective date of all transactions will vary depending on the date this form is received.

This section for cancellation of services only:

I authorize Bankers Insurance Group, Inc. to cancel my electronic accounting services for premium withdrawals and commission deposits into the bank accounts designated below.

Account No: _____ Account No: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

For Home Office Use Only:

3000 First Community Ins. Co. 5000 Bankers Ins. Co. 8000 Bankers Specialty Ins. Co.



Agency Name: _____ Agent ID #: _____

ELECTRONIC DELIVERY OF DIRECT BILL STATEMENTS

I wish to receive my agency statement via email.

Email address: _____

I wish to receive my agency statement via fax.

Fax number including area code: (_____) _____

Authorized by (please print name): _____

Signature: _____ Date: _____

AGENCY ELECTRONIC FORMS SERVICE
(available for all Bankers products)

Please send our files as:

- Emailed Electronic PDF files only (no hard copies mailed) by policy number
- Emailed Electronic PDF files only (no hard copies mailed) packaged by day
- Emailed Electronic PDF file (packaged only) and mailed hard copies
- Mailed hard copies only

Email address to receive PDF files: _____
(must be able to receive large attachments)

Authorized by (please print name): _____

Signature: _____ Date: _____