

McGraw Insurance Services (NPN# 963519)

Producer Agreement

- Independent Broker – California
 Non-Independent Agent
 Independent Agent – Non-California
 Independent Dealer

Name of Company or Agency Affiliation

Producer Code with Company or Agency

ALL PRODUCERS MUST SUBMIT A COPY OF THEIR ERRORS AND OMISSIONS WITH THIS AGREEMENT AND A COPY OF THEIR INSURANCE LICENSE

General Information

Producer Name: _____ Phone: _____
 DBA/Entity Name: _____ Fax: _____
 Mailing Address: _____ Personal Lines Contact: _____
 City/State/Zip: _____
 E-mail: _____ Commercial Lines Contact: _____
 Website: _____

Physical Office Location

Address: _____
 City: _____ St: _____ Zip: _____

Principal's Information

Name: _____
 Home Address: _____
 City: _____ St: _____ Zip: _____
 Home Phone#: (____) _____ - _____

Licensing Info

License type: Individual Agency
 Name as shown on license: _____
 DBA/Entity Name Approved by DOI: _____
 License Number: _____ License Exp. Date: ____ / ____ / ____
 SSN: _____ OR Tax ID: _____ DOB: ____ / ____ / ____
This information is required for appointing purposes. You must provide the Tax I.D. for the DOI licensed entity. Sole proprietorships: Your SSN is usually your Tax ID. Partnerships and Corporations: Your FEIN is your Tax I.D.

Tax Info

Business type: Sole Proprietorship Partnership Corporation
 Tax ID # used for reporting income: _____
**The following two questions do not apply to corporations.*
 Name for 1099 Reporting (Sole/Partnership Only): _____
 DBA for 1099 Reporting (Sole Proprietorships Only): _____

Bond/E&O Info

<p>Bond Information (California Brokers Only)</p> Bond Co.: _____ Bond Amount: _____ Bond No.: _____ Bond Eff Date: ____ / ____ / ____ Exp Date: ____ / ____ / ____	<p>Errors and Omissions Policy Information</p> Policy#: _____ Carrier: _____ Exp Date: ____ / ____ / ____
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ALL FIELDS MUST BE COMPLETED BEFORE A PRODUCER CODE IS ISSUED

Producer/Broker Agrees:

1. McGraw Insurance Services (“Company”) shall consider business/risks presented to it by Producer/Broker. If all underwriting guidelines are met and all underwriting rules are followed, Company will bind coverage effective on the date requested by the Producer/Broker. The Producer/Broker shall have no authority to alter or to make any changes in the terms and conditions of any policy of insurance issued or offered by the insurer.
2. The above-named Producer/Broker shall always be deemed an Agent of the insured and not an Agent for the Company, unless an agency appointment has been made with the Department of Insurance in the state of the Producer/Broker’s domicile. In no instance shall such an appointment mean that an appointed Agent’s binding authority exceeds the conditional and limited authority and guidelines specified herein and on each application for insurance.
3. The above-named Producer/Broker shall be responsible for collecting payment of all earned premiums from the insured. All applications for insurance must be completed and submitted with the correct net premium, including all policy fees, state taxes, stamping fees and all other applicable charges. Net premium in this regard refers to total gross premium less the Producer/Broker’s commission. No application shall be accepted by the insurer until all application requirements have been submitted. Producer/Broker is solely responsible for assessing insured’s coverage needs.
4. Producer/Broker shall notify Company, in writing, within ten (10) days of any of the following events:
 - a. Change in Contact Information (postal or e-mail address, telephone or fax number or website);
 - b. Sale, change of business entity or name or transfer of all or part of Producer’s book of business;
 - c. Suspension, revocation or non-renewal of Producer’s license;
 - d. Bankruptcy or insolvency of Producer’s business; and
 - e. Any pending claims, complaints, lawsuits or administrative action arising out of your business or in your capacity as a Producer/Broker.
 - f. Cancellation, change or renewal of any professional and errors and omissions insurance and/or bond.

Failure to notify Company within ten (10) days of the events listed in 6.(b-d,f) shall be considered a breach of this Agreement as determined by Company. Any breach under this provision may result in the immediate termination of this Agreement as determined by Company. (see Section 16).

5. If a claim is made or a suit is commenced arising out of any acts or omissions of the above-named Producer/Broker, including but not limited to claimed benefits of this Agreement, or in the event of an unauthorized binder or other unauthorized statement of coverage by Producer/Broker, the Company shall be indemnified and held harmless as and against any actions, suits, claims, losses, damages, judgments costs and liabilities, whatsoever, including the Company's reasonable attorney's fees and costs, which the Company, or any affiliated entity, may suffer or incur by reason of the above-named Producer/Broker's acts or omissions.
6. If suit is commenced to secure payment of any outstanding unpaid amount due, Producer/Broker shall pay Company's reasonable attorney's fee. The agreed venue for any suit pursuant to this Agreement shall be San Mateo County, California. Producer/Broker hereby agrees to waive all challenges to venue.
7. All renewals shall be direct billed by the Company. A copy of the renewal bill will be sent to the Producer/Broker and the appropriate commission will be credited to the Producer/Broker's statement, if renewed. Producer/Broker is solely responsible for assessing insured's coverage needs upon renewal.
8. The ownership and control of expirations of policies written by the Company belong to the Producer/Broker. In the event the Producer/Broker has not properly accounted for and paid all premiums or unearned commissions due the Company in accordance with the payment terms of this Agreement, and any unearned commissions due a premium finance company, the ownership and control of the Producer/Broker's expiration shall be vested in the Company, at its option, as of the date of the notice of termination. If Company terminates Agreement for failure to comply with the terms and conditions of the Producer/Broker Agreement, Company may assume ownership of all policies produced under this agreement, including any amendments to this agreement.
9. Producer/Broker agrees to maintain its license and keep it in good standing and agrees to provide Company with copies of its license, certifications, bonds, and errors and omissions insurance and to update those annually or as requested.
10. All applications, exclusions and waiver forms must be signed by the "named insured". A Producer/Broker shall under no circumstances sign on behalf of an applicant or named insured any forms related to the transaction of insurance. The applicant must review, complete and verify as true and correct the entire application package, including underwriting and program guidelines, and personally sign all forms. Insurer deems all questions on the application "material" to its decision to accept the risk presented by Producer/Broker. All electronic applications must be completed in full compliance with the guidelines stated in the electronic application.

11. Pursuant to California Insurance Code §1623, all applications submitted by California Brokers shall show that the Broker is acting and is licensed as an Insurance Broker. Producer/Broker shall comply with all provisions and requirements of §1623, including making all required disclosures to the Insured.
12. Producer/Broker acknowledges and agrees that all marketing and informational materials provided to it by Company, including but limited to construction cost guidelines, are for informational purposes and Producer/Broker is not to rely on the information in assessing and evaluating a prospective insured's insurance needs.
13. In no event shall Producer/Broker allow another Producer/Broker or insurance agent to utilize its Producer/Broker code to present business/risks to Company. Producer/Broker codes are personal and are to be utilized only by the Producer/Broker authorized under the agreement. Allowing an unauthorized Producer/Broker to place business/risks to Company under your Producer/Broker code shall be considered a breach of this agreement in accordance with Provision 3.
14. The above-named Producer/Broker shall immediately or within 24 hours of receipt of Notice of Claim, send all claims notices, claims documents and any claims-related material to the Company and participate in claims process.
15. The statement from the Company with any balance due is due and payable upon receipt.
16. This Agreement may be terminated by the Company by giving statutory notice, if any, in writing to Producer/Broker or immediately upon failure of Producer/Broker to comply with any obligations or duties of this Agreement, or any breach, including but not limited to, any application for insurance submitted thereunder.
17. This agreement supersedes any and all previous agreements between the Producer/Broker and Company.

“Company”

“Producer/Broker”

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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. person (including a U.S. resident alien).

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

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

In 3 above, 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.

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,

PACIFIC SPECIALTY INSURANCE COMPANY

ELECTRONIC CORRESPONDENCE AUTHORIZATION FORM

The undersigned producer hereby authorizes Pacific Specialty Insurance Company (PSIC) to send all policyholder correspondence to my office electronically. I am aware that it is the responsibility of my agency to check the PSIC website (www.psic-onespot.com) each day to retrieve daily correspondence for, or on behalf of producer's customers/policyholders.

I understand that daily correspondence will be retained for forty-five (45) days, after which time it will no longer be available electronically.

Please note, once we receive this form we will set your agency up for electronic delivery. The following business day will you receive a fax confirming that your agency has been successfully activated. The next day your notices will be available via our website.

Date: _____

Producer Number: _____

Producer Name: _____

Producer Signature: _____

Agency Email Address: _____

Agency Telephone Number: _____

Agency Fax Number: _____

Please fax completed form to 650-780-4817.

Please contact your sales manager with any questions.