



P.O. Box 71360  
Richmond, VA 23255  
Phone: (804) 285.4930  
Fax: (804) 285.4945

To Our Producers

Re: Premium Accounting

The industry-wide attitude toward premium collection and mode of handling has evolved like all other facets of the property and casualty insurance business. Company policies have required a tightening of collection and remittance procedures, and necessitates our adhering to the following requirements:

1. It is imperative that all producers pay by our prepared account. We ask those few agencies still submitting an Account Current to discontinue this practice.
2. Those agencies who have established credit with Agents Insurance Markets will have 15 days following the date appearing at the top of our account in which to remit. EXCEPT, however, there are certain markets that deal on a cash or 10 day remittance basis, and on policies involving these markets, we will continue invoicing. Our invoices will set forth the due date.
3. All issued policies will appear on the Monthly Account, whether previously invoiced, or arrangements have been made for financing the premium through one of the recognized premium finance organizations. Respectively, all cash exchanged will be reflected on the Monthly Account. It might be well to call to your attention that arranging for premium financing does not discharge the obligation of the agent to pay for all policies ordered.
4. It is recognized that from time-to-time, errors, ours or yours, may occur. If you question items on our Account, please call them to our attention promptly, and we will take immediate action to resolve them.

Our business has become increasingly complex, and today's cost of handling does not allow any margin for duplication of effort. Our main objective is to make doing business both more pleasant and more profitable for all concerned.



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## PRODUCER AGREEMENT

Agreement between \_\_\_\_\_  
(herein called Producer) and Agents Insurance Markets, Richmond, VA (herein called AIM)

Whereas, Producer desires to procure for Producer's clients, from time-to-time, various coverage through the facilities of AIM, and whereas, AIM desires to make its facilities available to Producer upon terms which are mutually agreeable.

Now, therefore, the parties hereto agree as follows:

### A. Commissions

1. AIM will allow Producer commissions at such rates as are agreed from time-to-time by the parties hereto.
2. In the event of return premium becoming due for any reason whatsoever, Producer shall promptly pay to AIM commissions previously paid or allowed on the return premium at the same rate at which commission was originally allowed to the Producer.
3. It is agreed there will be no commission allowed or paid on any fees or taxes applicable to any policy(s) or premium(s), and in the event of cancellation, any fees will be fully earned and in case a portion of the premium shall be returned by reason of cancellation either on behalf of the Insured or the insurer or by reason of reduction of premium, no amount shall be returnable in respect of such taxes until and unless such taxes have been, in fact, recovered by AIM, and the amount to be returned shall in no event exceed the amount so recovered.

### B. Payment of Premium

1. AIM will render Producer a statement of premiums due each month, showing all transactions for the previous month, and Producer shall make payment to AIM no later than the 15th of the calendar month in which the statement was received for the balance shown thereon to be due. Producer shall be primarily liable to AIM for the full amount of premium and applicable state taxes and fees, less commission, including additional premiums developed under audits or retrospective penalties on every insurance contract placed for Producer.
2. AIM reserves the right to make specific exceptions to the above premium items when, in the sole exclusive judgement of AIM, circumstances or conditions require earlier payment of a transaction. AIM is not obligated to extend any credit.
3. Producer specifically agrees that any extension of credit by Producer to Producer's client or to any other party is solely at Producer's own risk, and Producer shall pay to AIM all sums due AIM, when due, whether or not Producer has collected such monies from others who may owe it to Producer. Furthermore, Producer recognizes that in agreeing to pay AIM, Producer does so as an original undertaking on Producer's own part, and not as guarantor or surety of another's obligation.

### C. Premium Audits/Adjustments

Producer shall make every effort to collect any additional premiums due as a result of audit/adjustment. Producer recognizes direct collection practices vary amongst insurance companies. Upon written notice from Producer advising of Producer's inability to collect audit/adjustment premium, AIM will relieve Producer of responsibility to pay such audit/adjustment premium only if, and to the extent, AIM is released from responsibility by the insurance company, but to the extent AIM is not so released from responsibility Producer shall promptly pay to AIM the amount due even if Producer has not collected such monies from others who may owe it. If producer does not collect or pay the audit/adjustment premium, then Producer shall not be entitled to any commission on any or all of the audit/adjustment premium thereafter collected through the efforts of another.

#### **D. Cancellations**

1. No policy, binder, cover note or confirmation of insurance will be cancelled flat. Cancellation, unless requested by AIM, will be computed on Standard Short-Rate Table or specialized Short-Rate Tables if applicable to the type of insurance/coverage provided.
2. Notwithstanding the return of the original policy or a proper Lost Policy Release for cancellation, cancellation will not be effected until sufficient time has elapsed for proper notice to mortgagees, loss payees, certificate holders, public utility regulatory bodies, etc., in cases where such notice is required.
3. AIM will not return any premiums on cancelled auditable policies where the company requires a physical audit until we are notified by the company of any return monies due.

#### **E. Producer Not Agent or Representative**

1. Producer is not the employee, agent or authorized representative of AIM's or of any insurer(s) represented by AIM.
2. Producer has no authority to accept or bind risks for or on behalf of AIM or any insurer(s) represented by AIM.
3. Producer has no authority to handle claims other than to notify AIM in writing of their occurrence which Producer undertakes and agrees to do immediately upon Producer's knowledge of same.
4. Notice to Producer of change in risk does not constitute notice to AIM or the insurer(s).
5. No act, statement or agreement of Producer shall in any way be binding on AIM or any insurer(s) represented by AIM unless Producer shall have first received prior written approval from AIM to so state, act or agree in the particular and specific instance involved.
6. Producer is and at all times shall remain an independent contractor.
7. Producer has no authority to use AIM stationery or otherwise use AIM's name or the name of any insurer(s) represented by AIM without first obtaining written authorization from AIM.
8. Producer agrees to hold harmless and indemnify AIM and its insurer(s) against any and all liability arising out of dishonest, fraudulent or negligent acts, errors or omissions of the Producer or any of their employees, agents, brokers or sub-producers.

#### **F. Producer's Warranty**

1. Producer warrants that Producer is properly licensed in all appropriate jurisdictions for the classes of business to be conducted and the coverages of insurance to be procured through the facilities of AIM.
2. Producer warrants that Producer shall maintain Errors and Omissions insurance during the term of this agreement.

#### **G. Term of Agreement**

1. This agreement may be cancelled by either party upon ten (10) days prior written notice to the other.
2. This agreement will automatically terminate if any of the following events occur:
  - a. Producer's license is suspended or terminated;
  - b. Sale of Producer or substantial ownership change is made without AIM's written consent;
  - c. Producer is unable to pay debts as they become due; or if bankruptcy or reorganization proceedings are instituted against Producer.
3. Cancellation of this agreement shall not affect the rights, duties, obligations or responsibilities of the parties hereunder with respect to matters arising prior to such cancellation.

#### **H. Notice of Expiration**

AIM shall be under no obligation to give Producer advance notice of expiration of any policies of insurance which Producer from time-to-time procures through the facilities of AIM. AIM may give Producer advance notice of the expiration of said policies, but the failure of AIM to provide such notice shall not render AIM liable to Producer and AIM shall in no way be responsible for failure to notify Producer of the expiration date of any policy of insurance.

**I. Reimbursement**

AIM shall be entitled to reimbursement for the costs of collection, including reasonable attorney’s fees, incurred in an effort to collect unpaid premium from any Producer or other person(s) responsible for payment of the same.

**J. Personal Guarantee**

In the event that Producer is a corporation, it is further understood, agreed, and guaranteed by the undersigned individual(s) signing on behalf of Producer that all conditions of this Agreement shall be binding upon them severally and jointly in the same manner as upon the entity named as Producer and by signing below, they hereby unconditionally promise to pay Producer’s obligations hereunder should Producer fail to do so.

**K. Jurisdiction**

This agreement shall be governed by the law of the State of West Virginia without regard to principles of conflict of laws.

the parties hereto, intending to be legally bound hereby, have affixed their hands and seal this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Agents Insurance Markets

Witness:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Producer Agency Name \_\_\_\_\_

Witness:

\_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Producer SS# or Fed. ID# \_\_\_\_\_



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## PRODUCER PROFILE

Agency Name \_\_\_\_\_

Address (street) \_\_\_\_\_

Address (mailing) \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax# \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Website Address \_\_\_\_\_

Agency is a:        ( ) Individual        ( ) Partnership        ( ) Corporation

Year Founded \_\_\_\_\_ Social Security or Fed ID# \_\_\_\_\_

Agency Principal(s):

Name \_\_\_\_\_ Title \_\_\_\_\_ E-Mail \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ E-Mail \_\_\_\_\_

Key Employees (including accounting, personal lines manager & commercial lines manager):

Name \_\_\_\_\_ Title \_\_\_\_\_ E-Mail \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ E-Mail \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ E-Mail \_\_\_\_\_

Total Agency Volume: \$ \_\_\_\_\_

% Personal: \_\_\_\_\_ %Commercial: \_\_\_\_\_

Please list agency's top 4 companies according to premium volume:

Company \_\_\_\_\_

Company \_\_\_\_\_

Company \_\_\_\_\_

Company \_\_\_\_\_

Please indicate areas of specialty and/or classifications of business mostly written by your agency:

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Present E & O Carrier\_\_\_\_\_

List names of other Managing General Agents and/or Excess and Surplus Lines Brokers currently doing business with and premium volume:

Broker	Volume
_____	_____
_____	_____

What amount of your overall volume is currently being written in the E&S market place? \$\_\_\_\_\_

Our minimum volume requirement in \$10,000 per year. Do you feel confident that your agency is able to fulfill this commitment?

Yes\_\_\_\_\_ No\_\_\_\_\_

**\*Attach a copy of each Agent's License, Agency E&O Certificate and Agency License.**  
(In Pennsylvania we will also need the resident broker license)

Comments:\_\_\_\_\_

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