

## SRL Producer Agreement

### Dear Insurance Professional:

To become a Producer for Special Risks Limited, please complete and sign the Producer Agreement form provided below.

E-mail a copy of the signed Agreement along with the following documents to [INFO@SPECIALRISKSLTD.COM](mailto:INFO@SPECIALRISKSLTD.COM):

- Copy of your agency license
- Copy of the principal's individual license
- Copy of your agency E&O Declaration page
- Copy of W-9 Form
- American Modern Set Up Form (See attached. Not required if you have direct access to American Modern)

Email to: [info@specialrisksltd.com](mailto:info@specialrisksltd.com)

Fax to: **(413) 781-0050**

We are looking forward to providing you years of great service.

*Ludmila Koval, CPCU, AIS*  
Business Development Manager

Special Risks Limited LLC  
Cell: (413) 351-1460 Direct: (413)-750-7349  
Email: [lkoval@specialrisksltd.com](mailto:lkoval@specialrisksltd.com)

# PRODUCER AGREEMENT

This agreement is made and entered into as of the date set forth below by and between Special Risks Limited LLC, a Subsidiary of Specialty Program Group, LLC, a Delaware corporation (“Special Risks Limited”), and the agent or agency (“Producer”) set forth below.

## **RECITALS**

Whereas, Special Risks Limited represents insurance companies and similar entities in the placement and writing of insurance; and

Whereas, Producer requires the services of Special Risks Limited to place insurance for its clients also referred to as insured’s and/or the insured’s agent, broker or representative; and

Whereas, Special Risks Limited and Producer desire to enter into an Agreement, which includes a commission arrangement and independent control by Producer of the insurance business placed through Special Risks Limited, and an understanding of the rights and obligations of each:

Now, in consideration of these mutual agreements, the sufficiency of which is acknowledged, it is agreed as follows:

## **ARTICLE 1: SCOPE OF AGREEMENT**

This Agreement governs the relationship between Special Risks Limited and Producer and is binding upon the parties and their respective heirs, successors and assigns. It is further understood that this Agreement replaces any prior agreement between the parties, constitutes the entire agreement of the parties, and may not be changed or modified unless in writing, signed by the parties.

## **ARTICLE 2: PRODUCER’S STATUS AND DUTIES**

- a. It is understood that Producer is an independent contractor and not an agent of Special Risks Limited. Producer has no authority to bind business with Special Risks Limited or any insurance company or underwriter represented by Special Risks Limited.
- b. Producer shall have ownership of all business subject to this Agreement. Producer agrees to keep complete records and accounts of all transactions and will allow Special Risks Limited to inspect and audit all such records and accounts.
- c. Producer acknowledges its duty to fully inform its clients of the terms, conditions, exclusions and limitations of any insurance placed through Special Risks Limited. Producer further acknowledges its responsibility with respect to proper coverage for its clients, disclosure of all fees, review of all quotes, policies and binders for accuracy and to keep Producer’s clients fully informed about issues, including but not limited to the use of non-admitted insurers.

## **ARTICLE 3: PLACEMENT OF ORDERS**

Producer shall follow all applicable state laws prior to placing any order for insurance or excess and surplus lines insurance with Special Risks Limited. Coverage may only be bound in writing; oral telephonic communication is not sufficient. Facsimile or electronic communications are acceptable if signed originals are forwarded on the day of signing to Special Risks Limited. Receipt of payment with or without application for a policy will not constitute automatic binding of coverage for said policy.

## **ARTICLE 4: LICENSING**

Producer warrants that it is properly licensed to sell insurance in its state of domicile, and all other states in which Producer sells insurance, and agrees to act in compliance with all laws and regulations regarding placement of insurance with admitted and/ or non-admitted insurance companies in each state.

## **ARTICLE 5: PREMIUM PAYMENT**

**Special Risks Limited BILLED: (AGENCY BILL)**

Producer guarantees payment to Special Risks Limited, all premiums, including fees and taxes, billed to Producer by Special Risks Limited on or before the due date, for all policies placed by Producer, notwithstanding the ability of Producer to collect premiums from the insured and without regard to any financing agreement. If Producer does not pay Special Risks Limited within the time specified, Special Risks Limited and the carrier are authorized to cancel any certificate or policy for which Special Risks Limited or the carrier have not been paid, and Producer agrees to pay the earned premium on such canceled documents. In the event the Producer is unable to collect audit premium from the insured, the Producer may return an uncollected invoice to Special Risks Limited along with documentation of its efforts to collect the premium, within 30 days of the invoice date provided the insurance company accepts such a returned invoice for its direct collection.

**CARRIER BILLED: (DIRECT BILL)**

Producer guarantees payment to Special Risks Limited and its direct bill carrier, all initial or deposit premiums, including fees and taxes billed by either Special Risks Limited or its direct bill carrier, on or before the due date for all policies ordered or placed by Producer, notwithstanding the ability of the Producer to collect premiums from the insured and without regard to any financing agreement. If Producer or its client does not pay Special Risks Limited or Special Risks Limited's direct bill carrier within the time specified, Special Risks Limited and the direct bill carrier are authorized to cancel any certificate or policy for which Special Risks Limited or its direct bill carrier have not been paid, and Producer agrees to pay the earned premium on such canceled documents.

**ARTICLE 6: CANCELLATION**

There shall be no flat cancellation of any insurance coverage bound and/or written at the request of Producer, except as prescribed by law. Any and all coverage affected by Special Risks Limited at the request of Producer are submitted with the understanding that they are not subject to flat cancellation, and will be canceled in accordance with the policy issued and the insurance carrier's procedures. In consideration of the commission allowed to Producer on all premiums, the Producer agrees to refund commission on all returned premiums at the same rate at which such commission was originally paid.

**ARTICLE 7: ACCOUNTING**

Producer will pay in accordance with terms provided by Special Risks Limited or its carrier on invoices provided to Producer. The payment must be mailed, wired or electronically transmitted in time to reach our Woodbury, New York office or the carriers direct bill address no later than the date indicated on each invoice. When a discrepancy exists in accounting between Producer and Special Risks Limited, it shall be Producer's responsibility to notify Special Risks Limited within ten (10) days from receipt of invoice of amounts in variance with Special Risks Limited records.

**ARTICLE 8: CLAIMS AND REPORTS OF LOSSES**

Producer agrees to report, immediately upon receipt, any claim, loss or possible claim or loss it has knowledge of to Special Risks Limited or the insuring carrier and to immediately report, in writing, any fact, occurrence, or incident that may result in a loss or claim, under any policy of insurance placed through Special Risks Limited. Producer does not have authority to adjust, handle, investigate or provide coverage opinions regarding any claim, loss or occurrence.

**ARTICLE 9: INDEMNIFICATION**

Producer shall indemnify and hold harmless Special Risks Limited and the insurance companies it represents from any and all claims, suits, actions, judgments, loss or expense, including legal fees which Special Risks Limited may incur as a result of any act, error or omission, or breach of this agreement, including any failure of Producer or any of its agents or employees to act. Special Risks Limited shall indemnify and hold harmless Producer from any and all claims, suits, actions, judgments, loss or expense, including legal fees which Producer may incur as a result of any act, error or omission, or breach of this agreement, including any failure of Special Risks Limited or any of its agents or employees to act.

**ARTICLE 10: ERRORS AND OMISSIONS INSURANCE**

Producer agrees to maintain, at all times this Agreement is in effect, errors and omissions coverage for itself and its agents, solicitors and employees in an amount not less than \$1,000,000 per incident. A Certificate of Insurance confirmation of coverage will be submitted annually to Special Risks Limited.

**ARTICLE 11: TERMINATION**

This Agreement may be terminated at any time by either party upon written notice mailed to the last known address of the other party. Termination of this Agreement will not affect the provisions of this Agreement with regard to any policy of insurance placed through Special Risks Limited during the term of this Agreement.

**ARTICLE 12: INFORMATION UPDATES**

By signing below Producer acknowledges they have requested ongoing information via email or fax regarding new or amended Special Risks Limited products. If you do not wish to receive ongoing information, simply strike through Article 12.

**ARTICLE 13: GOVERNING LAW**

Agreement shall be subject to and governed by the laws of the State of Texas.

<b>FOR THE PRODUCER</b>		
<input type="text"/>		
<b>Printed Name and Title</b>		
<input type="text"/>		
<b>Signature</b>		
<input type="text"/>		
<b>Date</b>		
<input type="text"/>		
<b>COMPANY/AGENCY NAME</b>		
<input type="text"/>		
<b>Physical Address</b>		
<input type="text"/>		
<b>City,</b>	<b>State</b>	<b>ZIP</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Mailing Address (if different from above)</b>		
<input type="text"/>		
<b>City,</b>	<b>State</b>	<b>ZIP</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Telephone Number</b>		
<input type="text"/>		
<b>Fax Number</b>		
<input type="text"/>		
<b>E-mail Address</b>		
<input type="text"/>		
<b>Federal EID#</b>		
<input type="text"/>		

<b>FOR Special Risks Limited</b>
<b>David Florian, President</b>
<b>Printed Name and Title</b>
<b>Signature</b>
<b>Date</b>
Special Risks Limited LLC Division of Specialty Program Group LLC 180 River Road 2 <sup>nd</sup> Floor Summit, NJ 07901 D: (215) 809-2161 F: (215) 754-4422

*Please complete and return with a copy of your agency license and proof of E&O insurance.*

## PRODUCER PROFILE

PLEASE CHECK ONE:  New Client  Existing Client

Purchase of the following Existing Client:

Other (please explain)

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**How did you learn about Special Risks Limited?**

SpecialRisksltd.com  Trade Publication  E-mail Blast  Employee

Referral:   Tradeshow  Other:

PRODUCER NAME:

**1) Top 3 Insurers Premium Volume**

<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

**2) Premium Allocation**

Commercial  % Personal  % Life & Health  % Excess & Surplus  %

**3) Office Location(s)** a)

b)

**4) Marketing Manager** Name

E-mail  Phone

**5) Agency Principal or Executive Officer** Name

E-mail  Phone

**6) Number of Producers**  **Number of Employees**

**Premium Payment Mailing Address**  
 Special Risks Limited  
 A Subsidiary of Specialty Program Group LLC  
 20 Gold St, PO Box 1250  
 Agawam, MA 01001

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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 generally 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.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



AGENCY/AGENT SETUP FORM

- Please "ENABLE ALL FEATURES" in Adobe to use this form (if opened in default "protected view").
- Please select the NATURE OF REQUEST based on entity type you are requesting for setup. Form must be completed electronically (DO NOT print or scan).
- Please name the file "PDF\_YOUR NAME" to avoid delays. Example: "PDF\_TOM SMITH"

Sub-Producing Organization: A business entity (LLC or Corp) with an AGENCY license. You are the owner/principal.  
Sub-Producing Individual: You are a sole proprietorship that holds an AGENT license.  
Licensed Individual: You hold an agent license and are an EMPLOYEE of a business entity or sole proprietorship.  
Non-Licensed Individual: You are NOT licensed and are an EMPLOYEE of a business entity or sole proprietorship.

NATURE OF REQUEST:

DATE:

*\*\* INFORMATION PROVIDED IN THIS FORM MAY BE USED BY THE COMPANIES OF AMERICAN MODERN TO FILE NOTICE OF APPOINTMENT WITH A STATE DEPARTMENT OF INSURANCE AS DETERMINED NECESSARY BY COMPANY \*\**

NAME OF AGENCY OR SOLE PROPRIETORSHIP (AS LICENSED): \_\_\_\_\_

AGENCY FEDERAL TAX ID: \_\_\_\_\_ AGENCY EMAIL ADDRESS: \_\_\_\_\_

LICENSED STATE(S) REQUESTED:

OFFICE LOCATION ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

OFFICE MAILING ADDRESS (IF DIFFERENT FROM OFFICE LOCATION ADDRESS): \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

AGENCY PHONE #: \_\_\_\_\_

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

AGENT EMAIL ADDRESS: \_\_\_\_\_

USERNAME FOR SINGLE SIGN ON (IF APPLICABLE): \_\_\_\_\_

SOCIAL SECURITY # (REQUIRED FOR LICENSED AGENTS ONLY): \_\_\_\_\_

LICENSED STATE(S) REQUESTED:

ASSIGNED AGENCY CODE: 047900 \_ASSIGNED SUBPRODUCER CODE: \_\_\_\_\_