



## APPOINTMENT CHECKLIST

In order to become a producer with us, you must submit the following documents for approval:

- ✓ Please complete and sign the attached Broker Profile & Brokerage Agreement
- ✓ Provide us with a copy of your E & O Declarations page.
- ✓ Provide a copy of your agency License Number certificate.
- ✓ Provide us with copies of the state licenses (2-20, 4-40...) for your agency staff.
- ✓ A completed and signed W-9 form

You may fax these documents to us to (904) 432-1124 or email them to [Marketing@ameliaunderwriters.com](mailto:Marketing@ameliaunderwriters.com). Please feel free to contact our office if you have any questions.

Thank you for choosing Amelia Underwriters. We appreciate your business.

Amelia Underwriters, Inc  
P.O. Box 16569 - Fernandina Beach, FL 32035-3127 P - (800) 940-2306 F - (904) 432-1124

[WWW.AMELIAUNDERWRITERS.COM](http://WWW.AMELIAUNDERWRITERS.COM)

Broker Profile

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

Mailing Address \_\_\_\_\_

Mailing City & County \_\_\_\_\_ Zip Code \_\_\_\_\_

Physical Address (if different) \_\_\_\_\_

Physical City & County if different \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_ Web Site \_\_\_\_\_

Year Business established \_\_\_\_\_

Type of entity: Corporation \_\_\_\_\_ Sole proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ LLC \_\_\_\_\_

Names of your Principals, their titles, agent license numbers and e-mail address

Please indicate whether they are active or inactive

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

The names of your key personnel, their licenses held, and e-mail addresses

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Name of the person to receive all product updates & their e-mail address

\_\_\_\_\_

Top 3 companies within your agency

Commercial production

Personal Production

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Total annual agency production \_\_\_\_\_

Total annual commercial lines production \_\_\_\_\_

Total annual personal lines production \_\_\_\_\_

Total annual business with wholesale brokers: \_\_\_\_\_

Companies with whom you have terminated contracts within the last 2 years, and the reason:

Insurance Company Name and Policy number of E&O coverage (Please attach copy)

\_\_\_\_\_

List 3 character references, their addresses & phone numbers

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Accounting Contact Name: \_\_\_\_\_ Accounting Email: \_\_\_\_\_

Signature of officer, partner, or proprietor of above firm:

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

# BROKERAGE AGREEMENT

This brokerage agreement is between Amelia Underwriters Inc. located at 117 Centre Street, 2<sup>nd</sup> Floor, Fernandina Beach, FL 32034 and \_\_\_\_\_ located at \_\_\_\_\_, \_\_\_\_\_ hereinafter is referred to as the "Broker"

## ARTICLE I AUTHORITY AND OBLIGATIONS OF BROKER

1.1 The broker understands and agrees that no indication of quotations may be given on Amelia Underwriters' behalf without first receiving written or oral notice from Amelia Underwriters of the terms, conditions, rates and limitations on each presentation made by the broker

1.2 Nothing herein shall be construed as permitting the broker to bind any risk which has not been authorized by Amelia Underwriters or to permit the broker to hold itself out as an agent of Amelia Underwriters

1.3 The broker understands and agrees that he has no authority to bind or quote business on behalf of Amelia Underwriters or its companies without written or oral approval of Amelia Underwriters. The terms of any binder issued by broker may not be for broader coverage than that represented in the binder issued by Amelia Underwriters

1.4 The broker understands that renewal/expiring policies are not automatically renewed and that broker must request and receive renewal quotations from Amelia Underwriters subject to the same terms and conditions as if the business were a new presentation to Amelia Underwriters

1.5 Service Standards. Broker will exercise its authority and perform its obligations under this Agreement in good faith and employing a professional standard of care. Broker will maintain sufficient staff of licensed, competent and trained personnel and will maintain such supplies and equipment as necessary to perform its obligations under this Agreement. Broker will maintain appropriate procedures relating to its business to assure a high level of operational and financial controls including, but not limited to, controls for Policy issuance, premium collection, notices to insureds, record retention, compliance with Law, systems and data collection and security.

1.6 Cooperation. Broker will comply with all reasonable instructions relating to this Agreement and cooperate fully with Amelia Underwriters by providing such assistance as may be requested, which may include, but is not limited to, assisting Amelia Underwriters in communicating with insureds, Producers, or regulators; assisting Amelia Underwriters in collecting premiums, deposits, deductibles, or other amounts due from insureds; assisting Amelia Underwriters in the production of disclosures, notices or other filings as required by Law; facilitating the investigation, adjustment, settlement and payment of Disputes; providing access to Records and systems; and providing such information, reports and assistance as necessary for Amelia Underwriters to respond timely to regulatory inquiries including, but not limited to, financial and market conduct examinations, loss control reviews and consumer complaints

1.7 Marketing. Broker will not make reference to Amelia Underwriters or its parents, affiliates or subsidiaries, or use any of their service marks in any website, social media, publication, press release or other marketing materials without Amelia Underwriters' prior written consent. Broker will maintain copies and provide an original of such materials to Amelia Underwriters by December 31 of each year during the term of any advertisement or other marketing materials utilized by Broker, along with full details concerning such use. Broker must obtain authorization to use such items at least annually and will not use any such materials or reference Amelia Underwriters in any manner after termination of this Agreement. Broker agrees that all websites, publications and other marketing materials will comply with Law. The foregoing will not prohibit Broker from ordinary course communications with insureds, prospective insureds or Producers.

## ARTICLE 2 COMPLIANCE

2.1 Licensing. Broker represents and warrants that it and its employees have and will maintain all permits, licenses and regulatory approvals necessary to lawfully conduct the business of Broker. Broker will promptly notify Amelia Underwriters if Broker or its personnel no longer have the permits, licenses or regulatory approvals necessary to lawfully conduct business. In such event, Broker's authority hereunder will be automatically suspended and limited as necessary

for Broker to operate lawfully and may only be reinstated with Amelia Underwriters' prior written approval. Broker will take such actions as necessary to ensure Amelia Underwriters' records regarding such employees are current. Broker will promptly notify Amelia Underwriters if any Producer(s) no longer have the permits, licenses or regulatory approvals necessary to lawfully conduct business and Broker may no longer accept submissions from such Producer(s) until Broker notifies Amelia Underwriters that any such lapse has been fully corrected. Broker will be responsible for all expenses relating to licensing and appointments including, but not limited to, appointments of Producers. Broker will be solely responsible for expenses related to resident and non-resident licensing of Broker and its employees.

2.2 Protected Information. Without limiting Broker's obligations under this Article, Broker agrees that it and its employees, agents and representatives, including Producers:

- A. Have been advised of the sensitive and confidential nature of information each may receive with regard to applicants, insureds, beneficiaries and claimants ("Protected Information"); and
- B. Will comply with all (i) Laws relating to Protected Information including, but not limited to, the maintenance, safeguarding, disclosure and disposal of the Protected Information; and (ii) any written instructions provided by Amelia Underwriters relating to Protected Information.

Broker will implement and maintain such administrative, technical and physical safeguards as necessary to protect the security, confidentiality and integrity of the Protected Information. Broker will promptly notify Amelia Underwriters if Broker is aware of any loss or any breach or possible breach of the security of Protected Information.

2.3 The broker agrees to notify Amelia Underwriters promptly of any license change, termination, suspension or cancellation of its 2:20 license for any reason whatsoever

2.4 Form 1099. When required, any Broker that places business through Amelia Underwriters will provide an IRS Form 1099.

### **ARTICLE 3 PREMIUM PAYMENTS, BANKING, ACCOUNTING AND FINANCIAL REPORTING**

3.1 The broker agrees to pay Amelia Underwriters any and all payments that are requested prior to binding any coverage for broker's clients. Broker further agrees to pay Amelia Underwriters any monthly statement as rendered. Amelia Underwriters reserves the right to offset outstanding balances on its monthly statement to broker by credits appearing on the same statement. Broker understands and agrees that deposits on policies to be issued and credits for cancellations and other return premium items not yet appearing on the statement cannot be used to offset balances of current or previous statements without prior approval.

3.2 The broker understands and agrees that once coverage has been placed through any of Amelia Underwriters' facilities, an earned premium charged for the period coverage was in force will be paid to Amelia Underwriters. The broker understands and agrees that flat cancellations are not normally permitted and such requests would require management review and approval.

3.3 Risks on which we receive requests to bind may by the discretion of Amelia Underwriters be cancelled flat (and thus be considered unbound or an expired binder), if we do not receive payment nor completed and signed applications in a timely manner

3.4 Unless advised otherwise, agency bill audits must be paid in full, disputed in writing with supporting documentation, or returned as uncollectable within 30 days of the Broker receiving the audit notification and/or invoice. Failure to resolve an audit in a satisfactory manner could result in the cancellation of the in-force policy for the client, if applicable.

3.5 Broker agrees to comply with any requests from Amelia Underwriters for banking information with regards to direct deposits of commissions and/or ACH withdrawals for premium payments if/when such plans are implemented in order to streamline accounting procedures.

**ARTICLE 4**  
**CLAIMS, DISPUTES AND COMPLAINTS**

- 4.1 Broker will immediately report to Amelia Underwriters any claim, suit, notice of incident or loss, or threat of litigation relating to coverage under the Policies ("Claim(s)").
- 4.2 Broker will immediately report to Amelia Underwriters any claim, suit, notice of incident or loss, or threat of litigation relating to the acts or omissions of an insuring carrier, Amelia Underwriters, or Broker, or which otherwise involves, or may potentially involve, the Policies or Amelia Underwriters or any of its affiliates.
- 4.3 Broker will cooperate with Amelia Underwriters or its designee with respect to any Claim or Dispute, including, but not limited to, preservation of all related documents and data, as required by Law or as directed by Amelia Underwriters.
- 4.4 Broker has no authority to adjust, reserve, settle or negotiate the settlement of Claims or Disputes or to make any statements regarding Claims or Disputes.
- 4.5 Broker agrees to notify Amelia Underwriters in writing of any complaints, inquiries, and/or disputes filed with any regulatory body with respects to a policy issued through Amelia Underwriters. Broker will state the facts of the case and their position as clearly and concisely as possible.

**ARTICLE 5**  
**COMMISSION**

- 5.1 Commission. Broker will receive a commission ( "Commission") based on a percentage of collected Direct Written Premium (which means the gross written premium collected for the Policies less premium returned for Policy cancellations or any other reason) as its sole compensation for all services provided by Amelia Underwriters, its affiliates, employees, officers, directors and representatives pursuant to this Agreement. The Commission will include any sales or other similar tax, if any, due from Amelia Underwriters relating to the services provided by Broker under this Agreement, and no additional sales or other tax will be charged to Amelia Underwriters for these services.
- 5.2 The Commission percentages vary based on product, carrier, line of coverage, and various other factors, and are subject to change. A commission schedule can be made available to the broker upon request.
- 5.3 Return Commission. Broker will refund or credit to Amelia Underwriters Commissions or other funds paid to Broker on cancelled Policies and return premiums at the same rate as the original premium. If any return premiums are due an insured as a result of any Law or order of an applicable regulatory authority including, but not limited to "rate rollbacks" or similar mechanism, whether or not such action requires insurance brokers, producers or agents to return commissions or fees, Broker will return to Amelia Underwriters funds equal to the Commission and fees previously received by Broker with regard to such return premiums. Notwithstanding the foregoing, Broker will not be required to return, as return commission or fees, funds greater than the total Commission paid or otherwise payable to Broker.
- 5.4 Broker will receive no commission on uncollected audit premium, including those returned as uncollectable by the Broker as well as those turned over to collections by Amelia Underwriters and/or the insuring carrier.

**ARTICLE 6**  
**INSURANCE**

- 6.1 Required Insurance. Broker will maintain errors and omissions coverage issued by insurers rated no less than "A" by A. M. Best Company. The errors and omissions policy will have policy limits not less than \$1,000,000. This obligation will

survive termination of this Agreement until all liabilities arising hereunder are extinguished to Amelia Underwriters' satisfaction.

## **ARTICLE 7 INDEMNIFICATION**

7.1 Broker Indemnification. Broker will indemnify, defend and hold harmless Amelia Underwriters, and its past, present and future affiliates, successors and assigns, and their shareholders, directors, officers, employees and representatives ("Amelia Underwriters Indemnitees"), from and against any claims, liabilities, damages, losses, costs and expenses whatsoever including, but not limited to, reasonable attorneys' fees incurred by Amelia Underwriters Indemnitees which result or arise from the following:

- A. Any act or omission of any Broker or any of their respective officers, directors, employees, agents or representatives;
- B. Termination of the Broker;
- C. Broker's breach or misuse of Licensed Products, including breach or misuse by Broker's representatives, agents or employees.
- D. Amelia Underwriters' failure or alleged failure to comply with any Law arising from Broker's acts or omissions;  
or
- E. Broker's breach of this Agreement.

7.2 Amelia Underwriters Indemnification. Amelia Underwriters will indemnify, defend and hold harmless Broker, its affiliates, successors and assigns, and their respective shareholders, directors, officers, employees and representatives ("Broker Indemnitees"), from and against any claims, liabilities, damages, losses, costs and expenses whatsoever including, but not limited to, reasonable attorneys' fees incurred by Broker Indemnitees which result or arise from the following:

- A. Any act or omission of Amelia Underwriters, its officers, directors, employees or representatives;
- B. Any violation of Law by Amelia Underwriters unrelated to an act or omission of Broker or any Producer;
- C. Any act or omission of Broker taken in accordance with Amelia Underwriters' written instructions; or
- D. Amelia Underwriters' breach of this Agreement.

7.3 This agreement is solely between the broker and Amelia Underwriters. Amelia Underwriters assumes no responsibility toward any policyholder or subproducer with regard to the adequacy, amount or form of any coverage obtained through Amelia Underwriters.

7.4 Amelia Underwriters understands and agrees to always diligently attempt to procure the most favorable terms and conditions available in the marketplace on behalf of broker and its clients for all lines of business offered to Amelia Underwriters, however, the terms, conditions, and rates may not always be "standard". Broker understands that terms, conditions, rates and limitations will be bound as specified in the quotation and binder issued by Amelia Underwriters

7.5 Broker will have no claim against the insuring carriers of Amelia Underwriters and will look solely to Amelia Underwriters to recover any costs, expenses or damages incurred by Broker as a result of any act or omission of Amelia Underwriters, whether Amelia Underwriters is acting on its own behalf or on behalf of the carrier.

7.6 NoWaiver of Rights. Broker will take no action contrary to the best interests of, or waive any rights that, Amelia Underwriters or any insuring carrier has against any Broker

## **ARTICLE 8 TERM, TERMINATION, AND SUSPENSION OF AUTHORITY**

8.1 This agreement shall apply to all coverages in effect on the date of the execution of the agreement and to coverages which may thereafter be terminated by either party at any time on written notice, but the outstanding rights and obligations of the parties shall not be affected.

8.2 Amelia Underwriters and broker jointly agree that this agreement shall be governed and construed in accordance with the laws of the states in which Broker and Amelia Underwriters conduct business, and that no change or modification of this agreement shall be valid unless it is in conformity with said laws and that such changes, modifications or additions to this agreement must be in writing and subscribed to by both Amelia Underwriters and broker

8.3 If so directed by an insuring carrier, Amelia Underwriters may revoke its appointment of any Broker and not to underwrite or issue any policies on behalf of that carrier from such Broker following appropriate notice and otherwise in compliance with Law.

8.4 Termination without Cause. This Agreement may be terminated at any time by either party giving the other party 15 days' written notice.

8.5 Termination with Cause by Amelia Underwriters. Upon notice to Broker, Amelia Underwriters may immediately, unless otherwise indicated, terminate this Agreement in whole or in part, for cause, which will include, but not be limited to, the following:

- A. The revocation or suspension of Broker's license or that of any of its employees;
- B. A change of control of Broker, which includes (i) a sale, transfer, pledge or issuance of 10% or more of the outstanding stock or other equity interest of Broker, (ii) a sale, transfer or pledge of a substantial portion of the assets of Broker or (iii) any merger or consolidation of Broker with another entity;
- C. A change in one or more of the key personnel within the Broker's office;
- D. A material breach of this Agreement by Broker and its subsequent failure to (i) cure such breach within 10 calendar days of receiving notice from Amelia Underwriters or (ii) provide Amelia Underwriters within 10 calendar days of receiving notice from Amelia Underwriters a plan to cure such breach, the approval of such plan to be at Amelia Underwriters' discretion. The parties agree that a material breach includes, but is not limited to, failure to comply with binding procedures; failure to remit any funds due Amelia Underwriters; failure to follow the reasonable instructions of Amelia Underwriters; inducing any insured to cancel or otherwise terminate a Policy; or refusal to permit Amelia Underwriters to inspect, copy or audit records of Broker relating to Policies;
- E. A material breach of any agreement between any Amelia Underwriters entity and Broker, its parent, affiliates or subsidiaries;

8.6 Termination for Cause by Either Party. Upon notice to the other party, either party may immediately, unless otherwise indicated, terminate this Agreement in whole or in part, for cause, which will include, but not be limited to, the following:

- A. The other party has liabilities in excess of its assets, is unable to pay its obligations as they become due, makes an assignment for the benefit of its creditors, has a petition for relief under the Bankruptcy Code filed by or against it, has a trustee, receiver or other custodian of its assets appointed, or an order of liquidation or rehabilitation or similar action by any public authority is issued; or
- B. The other party or its officers, directors or employees engages in acts or omissions which, in the reasonable opinion of the terminating party, constitute fraud, material misrepresentation, misappropriation of funds, gross negligence or willful misconduct.

8.7 Post -Termination Obligations.

- A. On receipt of notice of termination, Broker may not request binding quotes for any risks with effective dates on or after the effective date of termination of this Agreement and Broker will have no authority to cancel and rewrite Policies that would extend coverage beyond the effective date of termination.
- B. Except as otherwise provided in this Section 8.8 or as otherwise agreed in writing by the parties, all of the terms, covenants, agreements, obligations, representations and warranties set forth in this Agreement will survive the termination of this Agreement and will continue in full force and effect and in accordance with

this Agreement, it being specifically agreed that termination of the Agreement terminates the authority, as determined by Amelia Underwriters, but not the obligations of Broker.

- C. Amelia Underwriters will administer the run-off of Policies at its expense in accordance with the same practices, procedures and standards in place during the Term. The run-off obligations of Amelia Underwriters will include, but are not limited to, non-renewing the Policies on a timely basis, reporting, and remittance of funds to insuring carriers in accordance with this Agreement

IN WITNESS WHEREOF, whereas the broker represents and warrants, he is a duly licensed agency, holding a General Lines Property and Casualty license in the states in which Broker and Amelia Underwriters conduct business, and based on this warranty Amelia Underwriters agrees to use its facilities to attempt to place insurance for the Broker has requested placement of such insurance on his behalf.

The parties have caused this Agreement to be executed by their duly authorized officers as of the day and year set forth below.

Attest:

Name of Broker/Agency

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Amelia Underwriters, Inc

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_