



# TEXAS- AUTO

Agent Code:	
-------------	--

Attention Agent:

Thank you for your interest in National Insurance Underwriters. Please make sure that the following paperwork is included in your package. Please return these forms to us within 20 days; we have a limited amount of appointments available. Everything must be signed and returned to us as original copies. This will help expedite the process.

**Agent Checklist:**

- Producer Agreement (6 pages)
- Commission addendum (1 page)
- NIU Agency Questionnaire (2 pages)
- Copy of Errors and Omissions Policy- Declaration page
- Copy of Agent’s and Agency’s Insurance license
- Form W-9
- NIU Bank Sweep Form

**PLEASE COMPLETE & RETURN TO:**

**IF YOU HAVE ANY QUESTIONS CONTACT:**

**National Insurance Underwriters**

NIU Customer Service  
800.338.2680 ext. 507

800 Yamato Road, Ste 100  
Boca Raton, FL 33431

**Craig Calver**  
Director of Marketing – Insurance Division  
800.338.2680 ext. 232  
ccalver@niuw.com

Fax: 561.226.3611

<b><u>Department (NIU use only)</u></b>		
NIU Marketing	Compliance	NIU



**NATIONAL INSURANCE UNDERWRITERS, LLC.**  
**AUTO PRODUCER'S AGREEMENT**

This Agreement between *National Insurance Underwriters, LLC.*, with principle offices located at *800 Yamato Road, Suite 100, Boca Raton, FL 33431* (hereinafter referred to as "N.I.U."), and \_\_\_\_\_, with principle offices located at \_\_\_\_\_ (hereinafter referred to as "PRODUCER"), is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Throughout this agreement, **PRODUCER** shall mean the business entity indicated above, as well as the individual person who signs this agreement.

**IT IS HEREBY AGREED BY AND BETWEEN THE PRODUCER AND N.I.U. AS FOLLOWS:**

**1) PROPERLY LICENSED:**

**PRODUCER** warrants and represents that it is duly licensed by the Department of Insurance in the state or states in which the **PRODUCER** conducts insurance business, and that the licenses are active. **PRODUCER** will provide copies of **ALL** active licenses for each individual producing business. The **PRODUCER** will notify **N.I.U.** immediately of any investigation or administrative proceeding against the **PRODUCER** by any of the Departments of Insurance.

**PRODUCER** warrants and represents that it desires to effect insurance coverages for its clients as insured, through **N.I.U.** with admitted and/or non-admitted insurance Companies (hereinafter referred to as "**CARRIERS**"), in accordance with the laws and regulations of each state or states in which the **PRODUCER** is duly licensed to conduct insurance business, and in accordance with **N.I.U.** underwriting guidelines.

**2) BINDING OF COVERAGE:**

**PRODUCER** has the permission of **N.I.U.** to sell the insurance and/or related products furnished to **PRODUCER** by **N.I.U.** The coverage for these products is bound according to the instructions indicated in the attached addendum(s) and/or **N.I.U.** underwriting guidelines for each product.

**a) N.I.U.** provides the **PRODUCER** access to electronic processing of applications or for customer service, including the option of electronic signatures by an insured, the **PRODUCER** shall at all times adhere to the following:

- (1) follow proper identification procedures to determine and prove the identity of the applicant;
- (2) process all policy transactions and issue all applications on the **N.I.U.** website with the Effective Date and time accurately reflecting the same date and time that the policy was bound. **PRODUCER** shall not attempt to explain any web pages that confuse or are unclear to the applicant when presented, but shall stop the application process and notify the **N.I.U.** immediately;
- (3) advise the applicant that the application will utilize an electronic signature process and the acceptance and use of such electronic signature must only be elected by the applicant. **PRODUCER** shall also advise the applicant that the use of an electronic signature will not be denied legal effect or enforceability solely because it is in electronic form. The applicant may choose not to conduct transactions by electronic means;

- (4) **PRODUCER** shall provide the applicant with a copy of the completed application, digital signature acceptance confirmation, declarations, endorsements, exclusions, receipt and ID cards prior to the applicant's departure from **PRODUCER** office and retain a copy of all documents delivered to applicant in **PRODUCER** files for a minimum of 5 years from the effective date of Coverage and;
- (5) The **PRODUCER** is prohibited from making, altering, waiving, modifying, misrepresenting or discharging any of the terms or provisions set forth in a policy, endorsement, application, binder or **N.I.U** website.

**3) PREMIUM PAYMENT:**

**PRODUCER** may collect, receive, and receipt for premiums on insurance and/or related products rendered by **PRODUCER**, and being acceptable to **N.I.U.** **PRODUCER** agrees to pay to **N.I.U.**, either by agency check, Premium Finance Company draft, or certified check, if so required, all premiums accruing on all insurance written under this Agreement. **PRODUCER** agrees that all premium received by **PRODUCER** shall be held by him as trustee for **N.I.U.** until delivered to **N.I.U.**, and the privilege, if granted, of taking earned commissions from the premiums shall not be construed as changing the relationship of the respective parties hereto.

**4) COMMISSION:**

**PRODUCER** may retain out of the premiums collected for insurance and/or related products, as full compensation on business so produced and placed with **N.I.U.**, commission in accordance with each product listed in each addendum of this Agreement. Commission rates may be revised by **N.I.U.**, after giving the **PRODUCER** thirty (30) days advance notice.

**5) UNEARNED COMMISSIONS:**

- a) **PRODUCER** is responsible for **ALL PRODUCER's** unearned commission in the event the certificate or policy is cancelled for any reason and **PRODUCER** shall hold **N.I.U.** harmless for any unearned commission. In those states where return premiums are returned gross to the premium finance companies, the **PRODUCER's** unearned commission is payable to **N.I.U.** within fourteen (14) days of receipt of Producer's Commission Statement.
- b) Prior to commencing business with any premium finance company which would involve any products provided by **N.I.U.**, **PRODUCER** shall notify said company in writing by Certified Return Receipt mailing that **PRODUCER** shall be exclusively responsible for unearned commissions and that **N.I.U.** shall have no liability whatsoever therefore **PRODUCER** shall submit a copy of the signed Return Receipt from the premium finance company.

**6) CANCELLATIONS:**

**PRODUCER** acknowledges that coverage(s) effected by **PRODUCER** may not be subject to flat cancellation after the inception date of the policy and that **PRODUCER** assumes full responsibility for all premiums on policies issued at **PRODUCER's** request. Exceptions for a dishonored check by a bank or duplicate coverage will be honored for a flat cancellation, if the **PRODUCER** has provided proper documentation.

Nothing contained in this Agreement shall be construed as limiting or restricting the right of **N.I.U.** to cancel any policy or policies or contracts of insurance issued under this Agreement. **N.I.U.** reserves the right to withdraw authority from **PRODUCER** and to decline to accept any risk or class of risk, effective immediately upon so notifying **PRODUCER**.

**7) FAILURE TO PROVIDE PROPER NOTICE:**

**PRODUCER** accepts full responsibility as **PRODUCER** of **N.I.U.** to hold it harmless from a liability due to the failure of **PRODUCER** for any reason or cause to properly and in a timely manner effect any Endorsement, Cancellation, and/or Non-Renewal of any policy with proper notice to all parties at interest, including but not limited to the Insured and all mortgagees.

**8) TAXES AND FEES:**

**PRODUCER** understands that they are an independent contractor and that **PRODUCER** is responsible for their own taxes and fees that may be required by local, state or federal governments in order to sell the products provided by **N.I.U.**

**9) RELATIONSHIP OF THE PARTIES:**

- a) **N.I.U.** and **PRODUCER** are separate, distinct and independent whose relationship shall not be construed for any reason whatsoever to be anything other than as is set forth herein, and furthermore, said relationship shall not be considered to be employee and employer.
- b) **N.I.U.** shall not be responsible for **PRODUCER**'s expenses including but not limited to advertising, insurance, rent, salaries, supplies, taxes and utilities.
- c) There may be no attempt to place risks directly neither with the Insurance Company nor indirectly through another insurance broker with regard to any programs, markets or sources provided by **NIU.**

**10) SALES MATERIAL:**

**PRODUCER** understands and agrees that no printed, video, audio or other form of sales material of **N.I.U.**'s products may be used, (except that material provided by **N.I.U.**), without the express written consent of **N.I.U.**

**11) UNDERWRITING MATERIAL:**

Any policy form(s), supplies, manuals, and other like materials furnished to **PRODUCER** by **N.I.U.** shall always remain the property of **N.I.U.** and shall be returned to **N.I.U.** immediately upon demand thereof.

**12) ERRORS AND OMISSIONS:**

**PRODUCER** shall furnish to **N.I.U.**, a copy of their current Errors and Omissions Insurance protecting the **PRODUCER**, and a copy of each subsequent renewal. **PRODUCER** shall be responsible for the accuracy and completeness of all insurance bound or issued for, by and/or on behalf of the **PRODUCER**, including policies prepared by **N.I.U.** on behalf of **PRODUCER**, and **PRODUCER** shall hold **N.I.U.** harmless thereof.

**13) BINDING FORMS:**

**PRODUCER** shall render to **N.I.U.** a true and complete copy of each Binder, Endorsement Certificate, or other document issued or assumed by **PRODUCER** on risks allowed hereunder and per attached addendum(s). Such documents shall be mailed only to **N.I.U.** on the day of its execution or before the date on which insurance is effective insofar as **PRODUCER** may reasonably do so, but in no event shall the mailing of such Binders and/or other documents be delayed beyond ten (10) days following their execution. Such documents issued must be issued within the terms and agreements of the attached addendum(s) following binding procedures for each product.

**14) BOOKS AND RECORDS:**

**PRODUCER** agrees to make available, at **PRODUCER's** place of business or **N.I.U.'s** place of business, **ALL** Books and Records pertaining to selling of the products furnished to **PRODUCER** by **N.I.U.** This includes, but is not limited to, Accounting Records, Binder Books, Applications, Beneficiaries, ad Certificates and/or Policies.

**15) BUSINESS CONDUCT:**

**PRODUCER** agrees to comply with **ALL** statutes, rules and regulations of the Federal, State and Local governments and any other authority regulating the transaction, selling and marketing of insurance or non-insurance products furnished to **PRODUCER** by **N.I.U.** and hold **N.I.U.** harmless for any violation by **PRODUCER**, that **PRODUCER** may become liable.

**16) AMENDMENT, SUSPENSION and TERMINATION OF THIS AGREEMENT:**

- a) **N.I.U.** may amend this Agreement by giving **PRODUCER** thirty (30) days prior written notice.
- b) The **PRODUCER** and/or **N.I.U.** may terminate this Agreement with thirty (30) days written notice, via certified or registered mail, return receipt required, to the other.
- c) Suspension, revocation or termination of **PRODUCER's** and/or **N.I.U.'s** insurance license(s) may cause the termination of this Agreement.
- d) **N.I.U.**, upon written notice, may immediately suspend the **PRODUCER's** authority to quote or submit new business if the **PRODUCER** fails to account for, or to pay **N.I.U.** premiums collected on its behalf, until such matters are corrected. **N.I.U.**, upon written notice, may also immediately suspend the **PRODUCER's** authority to quote or submit new business if the **PRODUCER** materially breaches **N.I.U.'s** practices, rules and regulations, procedures, or violates any laws and regulations governing the policies and services described within this Agreement.

In the event of the suspension or termination of the Agreement, the **PRODUCER** not being in default hereunder and thereafter promptly accounting for and paying over balances not in default for which he, she or it may be liable, the **PRODUCER's** record, use and control of expirations shall be deemed the property of the **PRODUCER** and left in its undisputed possession. Otherwise, the records, use, and control of the expirations shall be vested in **N.I.U.** and the **PRODUCER** shall, upon written request by **N.I.U.**, notify all insured and clients of the **PRODUCER** (to which the Agreement applies) and do nothing to impair **N.I.U.'s** then-vested right of ownership and control of such accounts.

If, in disposing of such records and expirations, **N.I.U.** does not realize such sufficient money to discharge in full **PRODUCER's** indebtedness, **PRODUCER** shall remain liable for the balance of such indebtedness to include, but not be limited to, the expense of disposing of such records and expirations.

In the event of suspension, revocation, or termination of the rights and privileges and/or authority given to the **PRODUCER** or of cancellation or termination of this Agreement, all accounts owing to **N.I.U.** by the **PRODUCER** and/or guarantors of the **PRODUCER** or other parties to this Agreement shall become immediately due and payable to **N.I.U.**

The **PRODUCER** agrees to give **N.I.U.** forty-five (45) days advance written notice of any sale, merger, acquisition or transfer at its business. Upon and as of the effective date of such transaction as described above, this Agreement shall automatically terminate. At **N.I.U.'s** sole option, it may enter into a new Producer Agreement with the **PRODUCER's** successor or transferee.

#### 17) **GENERAL PROVISIONS:**

- a) The failure of **N.I.U.** to insist, in any one or more instances, upon the performance of any one or more of the covenants or conditions of this Agreement, or to exercise any right or privilege herein contained or conferred shall not be construed as thereafter waiving any such covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.
- b) All premiums and return premiums and commissions on canceled liabilities and reductions and premiums received by the **PRODUCER**, either before or after termination of this Agreement, shall be held by the **PRODUCER** in a fiduciary capacity as trustee for **N.I.U.** until delivered to **N.I.U.**, or in case of return premiums to the insured.
- c) If the **PRODUCER** is other than an individual, the **PRODUCER** jointly and severally assumes full responsibility for the performance of all duties and obligations of all principles, directors, stockholders, partners and employees as set forth in this Agreement.
- d) No rights or obligations under this Agreement may be assigned by the **PRODUCER** without the prior written consent of **N.I.U.**
- e) **PRODUCER** shall have no claim or cause of action against the **CARRIERS** and the **PRODUCER** shall look solely to **N.I.U.** for any and all commissions, expenses, cost, causes of action and damages, including, but not limited to, extra contractual obligations, arising in any manner from actions or inactions by the **PRODUCER** or **N.I.U.** or the **CARRIERS.**

#### 18) **DAMAGES:**

The parties to this agreement agree that if legal action is taken, the prevailing party's reasonable attorney fees and costs would be the responsibility of the non-prevailing party.

This Agreement supersedes all previous Agreements and Contracts, whether written or oral between **N.I.U.** and **PRODUCER**.

The **PRODUCER** and **N.I.U.** acknowledge that this Agreement represents the entire understanding between them and no representation or warranty not contained herein shall be binding upon either party.

**PRODUCER:**

\_\_\_\_\_  
Signature of Owner and/or Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

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

**N.I.U.:**

\_\_\_\_\_  
Signature of Owner and/or Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

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



**ADDENDUM "A"**

**PRODUCER'S AGREEMENT**

Producer's Agreement between *National Insurance Underwriters, LLC*. (hereinafter referred to as "N.I.U.") and \_\_\_\_\_ (hereinafter referred to as "PRODUCER"), effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

<u>Coverage Line</u>		<u>Producer Commission</u> <u>(No Commission Paid on Fees)</u>
<u>1</u>	<b>NIU Personal Auto Program</b>	<b>14% New and Renewal</b>
<u>2</u>	<b>NIU Roadside End't Coverage</b>	<b>60% New and Renewal</b>
<u>3</u>		
<u>4</u>		
<u>5</u>		
<u>6</u>		
<u>7</u>		
<u>8</u>		
<u>9</u>		
<u>10</u>		
<u>11</u>		
<u>12</u>		
<u>13</u>		
<u>14</u>		
<u>15</u>		

Lack of Authority of the retail broker/agent: In no event, and under no circumstance whatever, shall the retail broker/agent have any authority to bind any insurance whether quoted by NIU or not, and this addendum shall not be interpreted or construed to grant the retail broker/ agent any such authority. The Retail Broker/ agent has no express, implied or apparent authority to act on behalf of NIU or any carrier NIU represent. The Company may modify this Addendum at any time without written notice to Brokering agent. The Commissions fully compensate Brokering Agent for its services under this Agreement. The company is not responsible for the Brokering Agent's expenses

**PRODUCER:**

\_\_\_\_\_  
Signature of Owner and/or Officer

\_\_\_\_\_  
Date

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

**N.I.U.:**

\_\_\_\_\_  
Signature of Owner and/or Officer

\_\_\_\_\_  
Date

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



## Bank Sweep Form

### Authorization Agreement for Automatic Debits / Credits

I hereby authorize National Insurance Underwriters, LLC (hereafter, NIU), on behalf of Home State County Mutual Ins Co. ,and or other Insurance carriers(NIU) hold underwriting authority to debit / credit my \_\_\_ Checking or \_\_\_ Savings account (select one) at the BANK indicated on the attached VOIDED check. NIU, if necessary, may also reverse any debit / credits made to correct any errors made. Should my draft not be honored by my Bank for any reason, I realize that I am responsible for the payment, including a \$35 service fee. This authority will remain in effect until NIU has received written notification of intent to cancel services. Please allow 30 days from receipt of cancellation notice for drafts to be discontinued. Drafts occur within 7 days of the invoice due date. If the day the draft is to occur is a holiday or weekend, the draft will occur on the next business day.

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

(Please print)

Agency Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone# (\_\_\_\_) \_\_\_\_\_

Agent Code \_\_\_\_\_

Authorized Signature: X \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_

BANK NAME \_\_\_\_\_

Transit/Routing # \_\_\_\_\_

Account # \_\_\_\_\_

**\*\*\*\*\*ATTACH A VOIDED CHECK\*\*\*\*\***

Please verify the routing / transit number with your financial institution. Routing / transit numbers for ACH transactions may be different than the number used for paper transactions.

\*\*If ACH account is for multiple locations, please use attached form.

-  
-



National Insurance Underwriters, LLC
Agency Questionnaire

AGENCY NAME

STREET ADDRESS

CITY STATE ZIP CODE

MAILING ADDRESS

CITY STATE ZIP CODE

TELEPHONE NUMBER FAX NUMBER

EMAIL ADDRESS:

WHEN WAS AGENCY ESTABLISHED?

HOW MANY LOCATIONS?

ARE THEY FRANCHISES? YES NO

NO. OF EMPLOYEES:

TYPE OF ORGANIZATION: INDIVIDUAL PARTNERSHIP

TAX ID NUMBER

BANK REFERENCE: TRUST ACCT.

BANK NAME & LOCATION ACCT. #:

ADDRESS

CITY STATE ZIP CODE

YES NO (IF YES, SUBMIT A COPY OF CURRENT DEC PAGE)

DO YOU HAVE E&O?

1. NAME OF COMPANY EFFECTIVE DATE

2. POLICY NUMBER

3. LIMITS DEDUCTIBLE

WHAT OTHER BUSINESS DOES AGENCY ENGAGE IN?

NAMES OF OTHER INSURANCE

COMPANIES NOW REPRESENTING

ADDRESS

LICENSED?

YES

NO

checkbox

checkbox

checkbox

checkbox

checkbox

checkbox

VOLUME LAST YEAR

ANTICIPATED VOLUME

PRIVATE AUTO

COMMERCIAL AUTO

HOMEOWNER

MOTORCYCLE

MARINE

COMMERCIAL LINES

(GL, Garage, Rest/Bars, Contractors, Property)

**ANCILLARY PRODUCTS**

**HAS THE APPLICANT OR ANY OF THE PRINCIPAL(S) OR AGENTS:**

	<u>YES</u>	<u>NO</u>
<b>EVER BEEN REFUSED A SURETY BOND?</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EVER BEEN ARRESTED, INDICTED, OR CONVICTED OF ANY FELONY, MISDEMEANOR, EXCEPT MINOR TRAFFIC OFFENSES?</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EVER BEEN KNOWN PERSONALLY BY ANOTHER NAME OR HAVE CONDUCTED BUSINESS OR BANK ACCOUNTS IN ANY OTHER NAME?</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EVER BEEN REFUSED AN INSURANCE LICENSE IN ANY STATE?</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DO YOU HAVE A DEBIT BALANCE WITH ANY INSURANCE FIRM?</b>	<input type="checkbox"/>	<input type="checkbox"/>

**(IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES," ATTACH A WRITTEN EXPLANATION)**

**LIST ALL PARTNERS, OFFICERS, OWNERS AND LICENSED AGENTS:**

<b>NAME</b> _____	<b>TITLE</b> _____
<b>HOME ADDRESS</b> _____	<b>HOME TEL #</b> _____
<b>CITY</b> _____	<b>STATE</b> _____ <b>ZIP</b> _____
<b>SS NO.</b> _____	<b>PLACE OF BIRTH</b> _____ <b>DOB</b> _____

<b>NAME</b> _____	<b>TITLE</b> _____
<b>HOME ADDRESS</b> _____	<b>HOME TEL #</b> _____
<b>CITY</b> _____	<b>STATE</b> _____ <b>ZIP</b> _____
<b>SS NO.</b> _____	<b>PLACE OF BIRTH</b> _____ <b>DOB</b> _____

<b>NAME</b> _____	<b>TITLE</b> _____
<b>HOME ADDRESS</b> _____	<b>HOME TEL #</b> _____
<b>CITY</b> _____	<b>STATE</b> _____ <b>ZIP</b> _____
<b>SS NO.</b> _____	<b>PLACE OF BIRTH</b> _____ <b>DOB</b> _____

"In making this application, it is understood that an investigative consumer/criminal report may be prepared. The inquiry includes information as to your character, general reputation, and personal characteristics. You have the right to make written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation." By signing below I certify that I am the owner, officer or authorized representative and I hereby grant on behalf of National Insurance Underwriters(NIU) and or it's affiliates express permission and consent to receive advertising offers, emails and other insurance related correspondence via direct mail, telephone, email and facsimile transmission from NIU and will continue and have no date of expiration, unless revoked by me in writing.

**X** \_\_\_\_\_

APPLICANT'S SIGNATURE	TITLE	DATE
-----------------------	-------	------

Print Name:

<b>HOME OFFICE USE ONLY</b>		
<b>X</b>		
APPROVED BY _____	DATE _____	AGENCY AFFINITY CODE _____
COMMENTS:		