

### **Directions for executing the UCPM Producer Agreement:**

- 1) Complete the following agreement twice and have each one signed by an authorized representative and a witness.
- 2) Complete the following Producer Questionnaire.
- 3) Make a copy of the signed agreement and questionnaire for your records.
- 4) Make a copy of your E&O declarations page and a copy of the appropriate resident property/casualty insurance license.
- 5) Please fax the following to 800-921-9792 (Attn: Justin Nash) or email it to [jnash@ucpmenvironmental.com](mailto:jnash@ucpmenvironmental.com):
  - A copy of the signed producer agreement
  - A copy of the completed producer questionnaire
- 6) Please mail the following to the address below:
  - Two copies of the producer agreement with original signatures
  - The completed producer questionnaire with an original signature
  - A copy of your E&O coverage declarations page
  - A copy of your agency's resident property/casualty insurance license. If agency licensing is not applicable, please forward an appropriate resident producer license.

UCPM Environmental Insurance, Inc.  
Attn: Justin Nash  
1955 S. Val Vista Dr, Suite 201  
Mesa, AZ 85204-7307

After UCPM receives the faxed copy of the agreement and questionnaire, your agency will be authorized to bind business. Once the originals are received in the mail, both copies will be signed by UCPM and one original copy will be mailed to your office. If you have any questions, please call 800-685-8185.

# UCPM Environmental Insurance, Inc.

## PRODUCER AGREEMENT

This Agreement is executed by UCPM Environmental Insurance, Inc. (hereinafter "UCPM"), and \_\_\_\_\_ (hereinafter "Producer"), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to the terms and conditions set forth as follows:

**Scope:** UCPM shall have sole discretion in making decisions as to whether it will attempt to place risks submitted by the Producer, and shall incur no liability for failure to place any risk. Producer recognizes and agrees that any quotation or proposal for insurance authorized to be given to Producer from UCPM is subject to immediate revocation at any time prior to acceptance, with written notice to Producer.

**Relationship:** Producer is an unrelated party to UCPM and acts as an independent contractor with respect to UCPM and is not an agent or employee of UCPM

**Placement of Orders:** Producer shall follow all applicable statutes prior to placing any order for insurance or excess surplus lines insurance with UCPM. Coverage may only be bound in writing; oral telephonic communication is not sufficient. Facsimile communications are acceptable if signed and original documents are forwarded on the day of signing to UCPM. Receipt of payment with or without application for a policy will not constitute automatic binding of coverage for said policy.

**Licensure Warranty:** Producer warrants that Producer is 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 such state.

UCPM is not an insurer and does not guarantee the financial condition of insurers with whom it may place risks. UCPM shall have no liability for nonpayment of claims whether due to the insolvency of an insurer or otherwise, under contracts of insurance placed by UCPM.

**Surplus Lines Taxes and Fees:** Producer is solely responsible for collection and remittance of all applicable surplus lines taxes and fees and for the filing of required declinations or other forms in connection with all surplus lines business placed by Producer through UCPM. UCPM may, at its discretion, assist Producer with the filing of surplus lines taxes and fees, but any assistance rendered shall not relieve Producer of its responsibility.

**Cooperation:** Producer shall promptly report any claims reported to it by its insureds to UCPM and shall cooperate with UCPM to facilitate investigation and adjustment of any claim when requested by UCPM to do so.

**Authority:** Producer's Status and Duties:

- (1) It is understood that Producer is an independent contractor and not an agent of UCPM. Producer has no authority to bind UCPM or any insurance company or underwriter represented by UCPM.
- (2) Producer is authorized receive and place insurance coverages for its insureds through UCPM.
- (3) Producer has no authority to admit liability on the part of UCPM or bind coverage without the express prior approval of UCPM.
- (4) Producer shall not assign the adjustment of claims unless allowed to do so by specific policy conditions.
- (5) **Producer shall have ownership of all business subject to this Agreement.** Producer agrees to maintain complete records and accounts of all transactions and will allow UCPM to inspect and audit all such records and accounts.
- (6) Producer acknowledges its duty to inform its insureds of the terms, conditions, exclusions and limitations of insurance placed through UCPM.

**Premiums and Accounting:** Producer is responsible for collecting all premiums on insurance placed by Producer through UCPM. Producer is obligated to pay such premiums to UCPM regardless of whether Producer has collected

the premiums on such insurance. If Producer advances premiums on behalf of a insured, UCPM will deem such action to be payment by the insured and any credit extended to insureds will be at the sole risk of Producer.

All premiums received by Producer on insurance placed through UCPM are the property of corresponding insurance carriers and will be held in trust by Producer until delivered to UCPM. Producer will not commingle those premiums with Producer's operating funds.

All premiums billed are due and payable within twenty (20) days of policy inception, installment or other transaction effective date unless otherwise agreed to by UCPM in writing.

If the insured elects to finance through Producer's premium finance plan or one provided by UCPM, Producer is responsible for collecting the signed finance agreement as well as the applicable down payment.

For those accounts that are not on a direct-bill basis with an insurance carrier, Producer will collect audit premiums and pay UCPM in accordance with statements rendered. In the event that Producer is unable to collect audit premiums, Producer shall notify UCPM within twenty (20) days of the billing date. Failure to pay audit premiums will result in the account being turned over to the insurance carrier for collection. In that case, Producer will forfeit all commission irrespective of whether Producer ultimately collects the audit premium owed.

**Commissions:** Unless otherwise agreed in writing, commissions will be paid on a per account/per policy basis.

Commissions on direct-billed premiums shall be paid to Producer within twenty (20) days after the close of the month in which such premiums are received and recorded by UCPM.

UCPM shall provide Producer with a monthly statement itemizing all transactions upon which commissions are payable together with payment of the net (premiums due less return premiums due) commission as provided for above.

It is agreed that commissions, or return commissions, shall be paid on additional premiums collected, or on return premiums paid on adjustments or cancellations, after the time of the cancellation of this agreement applying to any insurance for which an original commission was allowed.

**Cancellations:** UCPM will not recognize flat cancellations unless effected by notice to UCPM from the insured or surrender to UCPM of the policy or other written evidence of coverage prior to the inception date of the contract of insurance. UCPM shall have the right, subject to the terms and conditions of the insurance contract and applicable laws, to cancel the insurance contract in full at any time.

**Dispute Resolution:** If any dispute, difference or question as to the construction, validity, or performance of this Agreement arises between UCPM and Producer, it shall be referred to two arbitrators, one to be appointed by each party, and an umpire who shall be appointed by the arbitrators. If an arbitrator or umpire is not appointed within 30 days after the request is submitted, such arbitrator or umpire shall be appointed by UCPM. Arbitration shall take place in Phoenix, Arizona unless otherwise agreed by the disputants. An award of the arbitrators, or in the event of their disagreement, the award of the umpire, shall be final and binding upon all parties without appeal. The law applicable to all disputes arising from this Agreement shall be the law of the State of Arizona.

**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, servants and employees in an amount not less than \$1,000,000. This agreement will terminate automatically in the event Producer fails to maintain the required coverage.

**Termination:** This Agreement shall terminate:

- (1) Automatically if any public authority cancels or declines to renew the producer's license or certificate of authority;
- (2) Immediately upon either party giving written notice to the other in the event of fraud, insolvency or gross and willful misconduct on the part of the other party;
- (3) Automatically on the effective date of sale, transfer or merger of Producer's business, provided however, that UCPM will offer a Producer's Agreement to any successor who meets UCPM's requirements for appointment; or

- (4) Upon either party giving not less than thirty (30) days written notice to the other, delivered to the appropriate party's address as noted herein. Termination by such notice shall result in the cessation of Producer's authority to solicit, bind or execute contracts for new business. Outstanding policies shall be permitted to run to expiration, subject to the rights of UCPM to effect selective cancellation, for cause, at any time. Producer shall continue to be authorized, subject to the rules and practices of UCPM and this Agreement, to effect any necessary changes in outstanding policies of insurance, provided that the expiration dates of such policies may not be extended by any means.

**Savings Clause:** The invalidity or unenforceability of any provision of Agreement shall not affect the other provisions hereof, and Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**Complete Agreement:** This agreement incorporates all agreements between the parties as respect the matter contained herein. This Agreement shall not be modified except in writing signed by both parties.

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRODUCER**

Witness \_\_\_\_\_

Authorized Signature, Producer \_\_\_\_\_

Printed Name:

Title:

Agency Name:

Address:

Phone:

Fax:

Federal Tax ID #:

**UCPM ENVIRONMENTAL INSURANCE, INC.**

Witness: \_\_\_\_\_

Authorized Signature, UCPM \_\_\_\_\_

Printed Name: Timothy L. Clegg, Vice President

UCPM Environmental Insurance, Inc.  
1955 S. Val Vista Dr., Suite 201  
Mesa, AZ 85204-7307

Phone: (480) 777-8911

Fax: (480) 777-8917

**Producer Questionnaire**

**Company Information (if multiple locations, see supplemental form)**

Broker/Agency Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_  
Web Address: \_\_\_\_\_  
Year Entity Established: \_\_\_\_\_ Taxpayer ID #: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Principals: \_\_\_\_\_  
Accounting Contact: \_\_\_\_\_ Marketing Contact: \_\_\_\_\_

**Licensing**

State(s) Licensed \_\_\_\_\_

**Resident P&C License Number (Please attach a copy of the license)**

State \_\_\_\_\_ Number \_\_\_\_\_ Licensee \_\_\_\_\_

**Do you hold a Surplus Lines license in any state(s)? \_\_\_\_\_ If so, where?**

State \_\_\_\_\_ Number \_\_\_\_\_ Licensee \_\_\_\_\_

State \_\_\_\_\_ Number \_\_\_\_\_ Licensee \_\_\_\_\_

State \_\_\_\_\_ Number \_\_\_\_\_ Licensee \_\_\_\_\_

**(Please attach a copy of each surplus lines license held)**

<b><u>Premium Volume</u></b>	<b>Last Year</b>	<b>Two Years Ago</b>	<b>Three Years Ago</b>
Total Firm Volume	_____	_____	_____

**Errors & Omission Coverage (Please attach copy of E&O dec page)**

Carrier: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Retro Date: \_\_\_\_\_

Limit: \_\_\_\_\_ Deductible: \_\_\_\_\_

**Industry References (Please use markets you now do business with)**

Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Name: \_\_\_\_\_ Company: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**Banking Information**

Name of Banking Facility: \_\_\_\_\_

Phone #: ( ) \_\_\_\_\_ Contact Name: \_\_\_\_\_

The undersigned hereby declares that the answers given with respect to the foregoing questions are true, complete and accurate with no misrepresentations, omissions or any other concealment of fact.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

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

**Multiple Entity/Location Supplement**  
**Complete One Supplement for Each Location**

**Name of Firm**

Broker/Agency Name: \_\_\_\_\_

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

Physical Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Primary Location Contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Ownership same as main location:      Yes      No

E&O same as main location:              Yes      No

**Licensing for This Entity/Location**

State(s) Licensed \_\_\_\_\_

**Resident P&C License Number (Please attach a copy of the license)**

State \_\_\_\_\_ Number \_\_\_\_\_ Licensee \_\_\_\_\_

**Do this location hold a Surplus Lines license in any state(s)? \_\_\_\_\_ If so, where?**

State \_\_\_\_\_ Number \_\_\_\_\_ Licensee \_\_\_\_\_

State \_\_\_\_\_ Number \_\_\_\_\_ Licensee \_\_\_\_\_

State \_\_\_\_\_ Number \_\_\_\_\_ Licensee \_\_\_\_\_

**NOTE:** Additional locations of an entity do not need a separate Producer Agreement. The Producer Agreement applies to all locations with similar ownership and Tax ID number.