



NEW AGENCY QUALIFICATION QUESTIONNAIRE

Agency Name: _____ Date: _____
Address: _____
Contact: _____
Telephone: _____ Fax: _____
Email: _____ Website: _____
Do you have additional branch offices or locations? If yes, locations: _____
Will branch offices submit business directly to us? _____
What is the primary geographic territory you operate (market) in? _____
When was your agency established? _____ How long has current mgmt been in place? _____
How did you hear about Creative Underwriters? _____
Source: _____
References: _____
Are you a member of any agent or insurance organizations or associations? _____
If yes, which ones? _____
Does your agency specialize in any particular class(es) of business or line(s) of business? _____
If yes, describe: _____
What classes or lines could we expect to assist you with? _____
Please list your main standard lines companies:
1. _____
2. _____
3. _____
Do you use other brokers or wholesalers? _____
If yes, who do you use and for what type / kind of business?
1. _____
2. _____
3. _____
Total premium volume of your agency:
% personal lines % property % casualty (x auto) % auto
% commercial lines % property % casualty (x WC) % WC
Do you have a new, renewal or policy change follow-up system or procedure? _____
If yes, describe: _____
How many days do you allow before a second request is sent? _____
Your state license number: _____ State: _____
Name of your E&O carrier: _____ E&O limits: _____ Policy dates: _____
We do not have minimum production requirements, but a business relationship between us will not be financially successful if our markets and underwriting facilities are not regularly and fully utilized.
Signature of agency owner, principal, partner, or officer _____ Date _____



**NEW AGENCY QUALIFICATION QUESTIONNAIRE
SUPPLEMENTAL INFORMATION**

I / We acknowledge a credit report may be ordered to obtain a credit history.

_____ Signature of agency owner, principal, partner, officer, or individual		_____ Date	
_____ Social Security Number		_____ Date of birth	
_____ Home address	_____ City	_____ State	_____ Zip
_____ Former address	_____ City	_____ State	_____ Zip

I / We acknowledge a credit report may be ordered to obtain a credit history.

_____ Signature of agency owner, principal, partner, officer, or individual		_____ Date	
_____ Social Security Number		_____ Date of birth	
_____ Home address	_____ City	_____ State	_____ Zip
_____ Former address	_____ City	_____ State	_____ Zip

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_____ Home address	_____ City	_____ State	_____ Zip
_____ Former address	_____ City	_____ State	_____ Zip

Federal Tax ID: _____

AGENCY BEST PRACTICES QUESTIONNAIRE

If you answer "Yes" to any of these questions, provide details in the corresponding fields of the Business Practices Details section below.	Individuals or Officers	Incorporated, LLC, or Partnership Entity
1. Do you have any outstanding debt(s) with any insurance company or companies, or does any insurance company allege that you owe it money or have unsatisfied chargebacks or other debts?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	<input type="checkbox"/> No
2. Do you currently have any outstanding and/or unsatisfied past due debts, judgments or liens against you?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	<input type="checkbox"/> No
3. In the past 10 years, have you ever defaulted on a loan or extension of credit or made a compromise with creditors, filed a bankruptcy petition or been declared bankrupt or insolvent, either personally or in business?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	<input type="checkbox"/> No
4. Has a bonding company ever denied, paid out or revoked a surety or fidelity bond for you?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	<input type="checkbox"/> No
5. Have you ever been charged with, been convicted of, or plead "nolo contendere" ("no contest") to:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
a. Any felony other than minor traffic offenses?	<input type="checkbox"/> No	<input type="checkbox"/> No
b. Any misdemeanor offenses?		
c. Any violation of state insurance department regulations or statutes?		
6. Have you ever been the subject of an insurance-related consumer-initiated complaint or proceeding?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	<input type="checkbox"/> No
7. Have you ever had an insurance license denied or revoked by any state or federal agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	<input type="checkbox"/> No
8. Are you now the subject of any complaint, investigation or proceeding which could result in a "Yes" answer to any of the above questions?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	<input type="checkbox"/> No
9. Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	<input type="checkbox"/> No
10. Have you ever been denied appointment or been terminated for cause by any other insurance company, broker or agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	<input type="checkbox"/> No

Best Practices Details :



General Producer Guidelines & Rules

PREMIUM INDICATIONS, QUOTES AND BINDERS

Premium indications or quotes may be provided following review and rating based on applications and materials submitted. Please contact your underwriter for instructions as to what information is needed, such as appropriate applications etc. We are a paperless company and we encourage the use of digital documents. You can email documents and other materials for quote submissions to AutoQuotes@Creativeunderwriters.com, GarageQuotes@CreativeUnderwriters.com, or P&C@CreativeUnderwriters.com.

APPLICATION FORMS

In many cases, a properly / fully completed "ACORD" Application is acceptable. However, depending upon the risk, we have some program applications and/or supplemental applications required by our markets. You may obtain applications from our website, www.CreativeUnderwriters.com, or an underwriter can fax or e-mail the appropriate form(s) to your office.

BINDERS

Only Creative Underwriters is authorized by its Companies to bind or amend coverage(s) according to our Authority with the market concerned. Our underwriters and underwriter assistants are available to help you in this regard.

Many quotations released by our office will require signed applications, special forms or additional information be returned with your orders to bind. If no stipulation is made on the Quotation sheet, please provide properly completed and signed applications, along with any additional information requested by the underwriter, at the time of binding.

All applications on bound risks must be fully completed or coverage is considered null and void.

Upon receipt of policies or endorsements, review with your client and advise your underwriter at Creative immediately regarding corrections or changes required.

RENEWALS

Your office will be provided renewal instructions approximately 30 days prior to expiration. If updated information is required, it is considered a renewal condition that must be satisfied in order to obtain a quote for continued coverage. If Non-Renewal is necessary, it will be provided in accordance with State Law. Your renewal request must be received by Creative Underwriters prior to expiration to avoid a lapse in coverage.

You are to collect Premium due and remit net premiums as shown on your monthly statement. If your client wishes to finance the premium, note that dispersal of financed premiums from the finance company must arrive at Creative Underwriters by your agency bill due date.

CERTIFICATES OF INSURANCE, CERTIFICATES TO STATE AUTHORITIES AND TRANSPORTATION FILINGS

Only Creative Underwriters may provide or arrange for Filings, Certificates of Insurance, or Certificates to State Authorities.

ACCOUNTING

AGENCY BILL

All Agency Bill transactions are shown on your monthly statement. All payments are to be provided to Creative Underwriters by the 15th of the month following the month in which the transaction occurred. On accounts which have been premium financed, disbursements must arrive at Creative Underwriters by the 15th. All policies over 15 days past due are subject to Cancellation for Non-Payment of Premium. Your agency is responsible for all amounts due and must maintain a good payment record.

If you have a Credit Balance due, we will disperse these funds to your office shortly after the 15th of the following month.

To reduce the necessity for unproductive administration activity, we strongly recommend that on New and Renewal Business, you obtain either full premium in advance or a properly executed premium finance contract with down payment before you order the coverage bound.

OUR POLICY CONCERNING NSF (NON- SUFFICIENT FUNDS) CHECKS Any NSF check will subject the policy for which it was submitted to cancellation.

CANCELLATIONS AND NON-RENEWALS

In the event of cancellation, please refer to the individual account for a listing of fully earned fees. These fees may include Inspection Fees or Policy Service Fees and are considered Fully Earned at time of binding.

CANCELLATION METHOD

Customarily, insured requested cancellations are calculated on a Short-Rate basis. Other circumstances may require Pro-Rata Calculation.

Short Term, Vacant, or other policies specified as Fully Earned can be cancelled, but only on a Fully Earned basis.

Flat Cancellations are not generally accepted except where required by the issuing insurance company contract. Individual cases may be considered when documentation is provided such as: coverage placed with another carrier on or before our policy inception date; when property is sold prior to inception; or when there was some other circumstance causing lack of insurable interest on the part of our Insured. Consumers have the right to cancel. Backdating cancellations will require approval.

PROPER CANCELLATION EVIDENCE REQUIRED

We must receive a signed cancellation request or loss policy release signed by the insured. If the Lost Policy Release is not properly executed, we must provide legal notice to insured and any additional interests.

CANCELLATION FOR NON-PAYMENT OF PREMIUM TO FINANCE COMPANY

As Insured provides Power-of-Attorney to the Premium Finance Company upon execution of the Premium Finance Contract, we must cancel with the date required on their Notice. In the case of Federal or State Financial Responsibility filings, cancellations will be dated when such filings are terminated.

REQUESTS FOR REINSTATEMENT

Creative will honor cancellation requests from Premium Finance Companies. Creative will not be held responsible by Premium Finance Companies reinstatement requests; such requests are subject to Creative Underwriter approval if received prior to the effective date of cancellation. If a reinstatement request is received after the requested cancellation date, such request can only be considered for approval by an underwriter of the insurance company.

CLAIMS

All claims should be submitted to us on the appropriate Accord form. Your claim report must be fully and properly completed. Any additional information you can provide will help us in our reporting to the company concerned. Please note some of our Markets require the claim be reported directly to a 24 Claim Reporting Number (as provided by the Insurance Company). In these instances, please instruct your customer to report directly to the Insurance Carrier and then notify your agency at their earliest opportunity. We in turn would appreciate notification that the claim has been reported.

We would appreciate receiving immediate notice of a total loss property claim or any accident or circumstance which would lead to a bodily injury liability claim. Lawsuits, summons, and correspondence received from an attorney should be forwarded immediately to our office.

Prompt reporting of losses is a must in getting the great claims service your client deserves.

DIGITAL POLICIES AND ENDORSEMENTS

We are a paperless company and encourage the use of paperless correspondence. We prefer sending all documentation to AutoQuotes@CreativeUnderwriters.com, GarageQuotes@creativeunderwriters.com, P&C@CreativeUnderwriters.com or directly to your underwriter by email.



Authorized Producer / Agency: _____

BROKERAGE AGREEMENT

This agreement entered into, by and between, Creative Underwriters Corporation (referred to hereinafter as “Creative”) and the authorized producer, named above, constitutes an understanding as to the rights, privileges, duties and responsibilities of the parties of this agreement. This contract will be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to its conflicts of laws. THE EVENT OF LITIGATION BETWEEN THE PARTIES, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

The authorized producer is hereby granted access to insurance products offered through Creative’s market facilities. Compensation to the authorized producer shall occur in the form of commissions allowed by Creative on sales generated by the authorized producer.

The authorized producer acknowledges and accepts the following terms:

I. Rules Governing Transactions

A. Copy of the rules governing transactions, attached herewith and as subsequently amended by advance notice to the authorized producer, is made a part of this agreement, but only insofar as the same is consistent with this agreement.

B. Special acknowledgements and clarifications:

1. Binders:

Only Creative is authorized by its companies to bind new risks, renewals, added or increased amounts, limits or additional coverages. The authorized producer shall not issue written binders without Creative’s express permission.

All other risks are bound only upon acceptance and confirmation by Creative, or the company it represents.

2. Renewals:

Creative must receive orders for renewals prior to the effective date to assure continuous coverage. Requests for renewals received after the policy expiration does not automatically bind coverage. Coverage is bound only upon acceptance and confirmation by Creative, or the company it represents.

Creative does not automatically renew policies. Renewals are issued only upon receipt of the authorized producer's request, subject to acceptance thereof by Creative, or the company it represents.

3. Flat Cancellations:

Full return premium credit is only offered when a cancellation request is received by Creative's office prior to the policy's effective date. After the policy's effective date, including the effective date of renewals, the authorized producer agrees to pay all earned premium while the policy is in force, as well as any flat cancellation fee proscribed by the issuing insurance company.

4. Payment of Account

- (a) Statements are emailed or faxed shortly after month end. The authorized producer agrees to pay the monthly statement in full "when due", without reduction or elimination by reason of non-pay by the insured. **Note: Full payment of amount due Creative from producer is to be received by Creative on or before the 15th of the month following month of statement period.**
- (b) All policies over fifteen (15) days past due are subject to immediate cancellation by direct notice in accordance with state laws. The authorized producer agrees to pay earned premium on all such policies cancelled for non-payment.
- (c) The authorized producer agrees to remit all premiums collected from the insured or finance company on policies through and invoiced by Creative. **Note: All amounts to be remitted to Creative by any Premium Finance Company must be received by Creative on or before the due date of the statement. Failure of any Premium Finance Company to provide funds when due will subject the policy concerned to a non-pay cancellation. Creative will honor cancellation requests of Premium Finance Company. Creative will not be held responsible by Premium Finance Company reinstatement requests; such requests are subject to Creative Underwriter approval if received before the effective date of cancellation. If a reinstatement request is received after cancellation becomes effective, such request can only be considered for approval by an underwriter of the insurer company for the policy concerned.**
- (d) The authorized producer agrees to return commission and premium at the same rate as credited, for all premium adjustments and cancellations to the insured.

The authorized producer shall not issue certificates of insurance without Creative's written permission.

The authorized producer agrees to promptly report all claims directly to Creative and/or directly to the insurance company.

The authorized producer warrants that a valid insurance license, issued by the state regulatory body or commission, is held and maintained in effect during the course of this agreement, and that all laws pertaining to and governing the sale and administration of insurance, insofar as is required by and of qualified insurance agents, will be adhered to and followed

Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from error, omission, misrepresentation, default, misconduct, failure to perform or any other act related to this agreement, except to the extent that the indemnified party caused or contributed to such in whole or in part. Authorized Producer is required to maintain Agents Errors & Omissions insurance at a limit of no less than \$1,000,000. Failure to maintain Errors & Omissions coverage will immediately suspend your relationship with Creative.

The authorized producer understands and agrees that Creative functions only as a risk placement service and does not survey individual risk insurance requirements or recommend coverages or limits.

The authorized producer shall not insert any advertisement, issue any circular mentioning the name of Creative or any of its affiliated companies, or the companies it represents, without first obtaining Creative's prior consent.

This agreement may be cancelled at any time, for any reason, with no obligation to divulge the same, by either party giving written notice to the other. Cancellation of this agreement does not void, waive or eliminate any responsibility of either the authorized producer or Creative to comply with the terms of this agreement, or the terms of policies written while this agreement was in force, during the remaining term of any active policies.

This agreement shall be binding on heirs, successors, and assigns of the parties to this agreement.

Creative Underwriters Corporation

Signature of Principal

Print Name of Principal

Date

Witness

Authorized Producer

Name of Agency

Signature of Principal

Date

Witness