



**Creative Underwriters Corporation**  
140 North Main Street, Carmel, IN 46032  
Phone: 1-800-769-4321  
Fax: 1-317-814-4794  
www.CreativeUnderwriters.com

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.

The authorized producer is herewith 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 retains the "ownership of renewal" with regard to any risk placed with Creative.

The authorized producer acknowledges and accepts the following terms:

1. 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 coverage. The authorized producer shall not issue written binders without Creative's express permission.

The authorized producer has limited binding authority with respect to mobile homes, motorcycles, motor homes, travel trailers and boats, unless prohibited by underwriting rules, and providing such risk is acceptable, as defined by bulletins, rules and guidelines. Such acceptable risks will be bound as of the date of postmark on the envelope containing the applications, except metered mails, which shall be bound on the date received by Creative.

All other risks are bound only upon acceptance 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 renewal received after the policy expiration does not automatically bind coverage. Coverage is bound only upon acceptance 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 will not be allowed unless the returned policy arrives at Creative's office prior to the policy effective date. Otherwise, the authorized producer agrees to pay an earned premium charge for the time the policy was in force.

4. Payment Of Account

The authorized producer agrees to pay the monthly statement in full "when due", without deduction or elimination by reason of non-cancellation from the insured.

All policies over thirty (30) days in force are subject to immediate cancellation by direct notice. The authorized producer agrees to pay earned premium on all such policies cancelled for non-payment. In the event of reinstatement, the authorized producer agrees to pay a reinstatement charge.

The authorized producer agrees to remit all premiums collected from the insured or finance company on policies through and invoiced by Creative.

The authorized producer agrees to return commission and premium at the same rate as credited, for all premium adjustments and cancellations.

2. The authorized producer shall not issue certificates of insurance without Creative's permission.
3. The authorized producer agrees to promptly report all claims directly to Creative.
4. The authorized producer warrants that a valid insurance license, issued by the state regulator 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.
5. The authorized producer agrees to indemnify and hold harmless Creative, as well as its companies, for any losses, damages, attorney's fees or other expenses sustained or incurred, in whole or in part, as a result of any unauthorized act, or error or omission, by said authorized producer. Furthermore, it is agreed that Creative shall in the same way indemnify and hold harmless the authorized producer in the event of claim or demand arising from Creative's exclusive and sole act, error or omission. 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 immediately suspends your relationship with Creative.
6. The authorized producer understands and agrees that Creative functions only as a risk placement service and that Creative does not survey individual risk insurance requirements or recommends coverages or limits.
7. The authorized producer shall not insert any advertisement, or issue and circular mentioning the name of Creative or any of its affiliated companies, or the companies it represents, without first obtaining Creative's prior consent.

- 8. 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 unexpired term of the policies.
- 9. This agreement shall be binding on heirs, successors, and assigns of the parties to this agreement.

Creative Underwriters Corporation, and  
Creative of Illinois, a subsidiary thereof

\_\_\_\_\_  
Signature of principal

\_\_\_\_\_  
Print name of principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Producer

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

\_\_\_\_\_  
Signature of principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness