



Hartford Flood Insurance Program

- WYO Federal Flood Insurance through Hartford Fire Insurance Company and affiliates
- Program for Banks and Financial Institutions
 - Surplus Lines Flood Coverage



Checklist - Please complete the following:

1. Complete the "Agent Enrollment Form"
2. Complete and sign the "Flood Insurance Producer Agreement".
3. Complete and sign the W-9 Tax Form. (See Link Below)
4. Provide a copy of each Producer's License and Agency License.
5. Provide a copy of each Producer's Flood CE Completion Certificate
6. Provide a copy of current E&O policy.

Please return all completed forms to:

Attention: Agency Services

Email: HartfordEnrollments@nationalfloodservices.com

Please complete the following:

1. How did you hear about Hartford Flood (i.e., trade show, conference, referral, etc.)? _____
2. Are you currently contracted with The Hartford? Yes No
 If yes, please provide producer number (8 digits): _____
 If no, please complete Section III of Pg 2 "Flood Insurance Producer Personnel Information".
3. Do you have a master producer relationship? Yes No
 If yes, please specify the name of the master producer: _____
4. Are you part of an MGA? Yes No
 If yes, please specify the name of the MGA: _____
5. Are you a member of a special producer group? Yes No
 If yes, please identify the name of that group:
 (PIA) Professional Insurance Agents (SIAA) Strategic Insurance Agency Alliance
 MAIA – (Mass Agents Only) Other: _____
6. Do you currently write flood? Yes No
 If yes, please answer the following questions:
 - A. What is your annual flood written premium? _____
 - B. What % is personal lines vs. commercial lines? %PL: _____ %CL: _____
 - C. How many new policies do you write within a year? _____
 - D. Is flood included in your marketing plan? Yes No
 - E. Do you write flood business with any other WYO carriers? Yes No
7. Is flood viewed as a revenue generating product for the producer? Yes No
8. Do you write flood only when a customer requests coverage? Yes No
9. Do you wish to transfer flood business to The Hartford? Yes No
10. Please sign and complete the W-9 on pg 4. (You may access the complete W-9 form by clicking on the link located on the top of pg 4.)



Hartford Flood Insurance Program Flood Insurance Producer Enrollment Form



Please complete requested information below:

Section I: General Information	
Producer Name:	_____
Producer Code (If Applicable):	_____
Street Address:	_____
Mail Address (if different):	_____
Business Phone:	_____
Fax Number:	_____
Contact Name:	_____
E-Mail Address:	_____
IRS Tax ID:	_____

Section II: Flood Insurance Producer Information	
Is the producer (entity) licensed in resident state?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Licensed producers allowed access to Flood Program: Please attach a copy of the entity producer license and the licenses of all individual producers listed. If in excess of five (5) individual producers, please provide any additional individual producer's information in a typewritten sheet.
If already contracted with The Hartford, please list email address utilized on EBC.

Section III: Individual Flood Insurance Producer Information				
1.	<u>Name:</u>	<u>Email Address:</u>		<u>Telephone Number:</u>
	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Currently licensed in resident state? Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	<u>Name:</u>	<u>Email Address:</u>		<u>Telephone Number:</u>
	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Currently licensed in resident state? Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	<u>Name:</u>	<u>Email Address:</u>		<u>Telephone Number:</u>
	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Currently licensed in resident state? Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	<u>Name:</u>	<u>Email Address:</u>		<u>Telephone Number:</u>
	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Currently licensed in resident state? Yes <input type="checkbox"/> No <input type="checkbox"/>

Section III: Individual Flood Insurance Producer Information

	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Currently licensed in resident state? Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	<u>Name:</u>	<u>Email Address:</u>		<u>Telephone Number:</u>
	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Currently licensed in resident state? Yes <input type="checkbox"/> No <input type="checkbox"/>

Double-click here to access the complete form. Note: Page 1 of the W-9 is only needed. Once completed and signed print the form and return.

Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

W-9 Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)				
	Business name, if different from above				
	Check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership				
	<input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶				<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Other (see instructions) ▶				
	Address (number, street, and apt. or suite no.)			Requester's name and address (optional)	
	City, state, and ZIP code				
	List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement

arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the

IRS must obtain your correct taxpayer identification number (TIN)

to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

HARTFORD FLOOD INSURANCE PROGRAM FLOOD INSURANCE PRODUCER AGREEMENT



BETWEEN _____ LOCATED AT _____
(Producer) (Street)

(City/Town) (State) (Zip Code)

HEREAFTER REFERRED TO AS “PRODUCER” AND HARTFORD FIRE INSURANCE COMPANY, INC., FOR ITSELF AND ITS INSURANCE COMPANY AFFILIATES PARTICIPATING IN THE FLOOD INSURANCE PROGRAM FROM TIME TO TIME HEREAFTER REFERRED TO AS “COMPANY” (ACTING BY AND THROUGH ITS AUTHORIZED VENDOR, AS SPECIFIED IN THE AUTHORIZED VENDOR EXHIBIT TO THIS AGREEMENT, HEREAFTER REFERRED TO AS “AUTHORIZED VENDOR”).

I. THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

- A. Producer is authorized to submit applications for insurance against loss by flood on dwellings and general property, subject to (a) the restrictions placed upon the Producer by laws of the state in which the Producer is authorized and licensed to write insurance; (b) the rules and regulations of the National Flood Insurance Program (“NFIP”) administered by the Federal Insurance Administration and the Flood Insurance Manual; (c) the terms and conditions of this Agreement; and (d) the written instructions and manuals issued by the Company from time to time.

II. DUTIES OF PRODUCER

A. Producer agrees:

- a. Not to alter, amend, or waive any of the terms, rates, or conditions applicable to the policy contracts used by the Company, not to extend the time of any premium due Company;
- b. Not to compromise, adjust or settle any claim against Company;
- c. Not to purport to take any actions on behalf of Company with respect to the binding of coverage except to communicate the company’s decisions on the acceptance of applications, as specifically authorized in writing by the Company;
- d. To promptly send to the Company’s Authorized Vendor each application and the total policy premium due for insurance coverage, after the signature of the Producer is affixed to the application;
- e. To maintain a signed copy of all applications transmitted electronically to Company’s Authorized Vendor;
- f. To promptly and accurately report all any actual or threatened claims and claim related activity to the Company’s Authorized Vendor;
- g. To comply with all laws relating to this Agreement, including, but not limited to: (i) maintaining a valid resident property and casualty producer insurance license, as required by the NFIP; (ii) all laws requiring disclosure to insureds and prospects of the terms of this Agreement and all compensation payable by Hartford; and (iii) all countersigning and commission sharing requirements when writing risks outside Producer’s resident state;
- h. To be responsible for collecting and remitting to Company premiums for new flood insurance policies written by the Company;
- i. To promptly return to the Company commissions previously paid to Producer or retained by Producer on premiums refunded under any policy for any reason whether the refund is made during the term of this Agreement or thereafter;
- j. To supervise and be responsible for the acts and omissions of all of Producer’s subproducers, including, but not limited to, any premiums or other monies due Company from them; and

k. To comply with all of the Company's rules, procedures and policies, as communicated in writing to Producer.

B. These duties of the Producer shall survive any termination of this Agreement.

III. DUTIES OF COMPANY

A. Company agrees:

- a. To compensate the Producer for acts performed under this Agreement with a percentage of premiums paid per new policy, a percentage of premiums paid per each renewal and each policy transferred to the Company and issued by the Company. Company will pay the Producer commissions at the rates specified in schedule(s) attached to this Agreement and/or in separate schedules or written documents provided by Company from time to time. No commission shall be payable on premiums for new flood insurance policies that are not collected or remitted to the Company by the Producer. Company may change commission rates by providing Producer with at least ninety (90) days written notice;
- b. To pay compensation due the Producer monthly based upon premium recorded the previous month by the Company;
- c. To provide direct bill renewal premium notice to the designated payor of the flood insurance policy prior to the expiration date of the policy and to send a listing of the notices to the Producer; and
- d. To be responsible for collecting renewal premiums billed directly to policyholders by the Company.

IV. GENERAL AGREEMENTS

- A. Producer is not an authorized agent or representative of the Company, and shall not commit any act purported to be on behalf of the Company, including but not limited to binding coverage. In using any materials or systems of the Company with the Company's name or logo, as may be permitted by the Company, Producer shall disclose to the insured or prospect that Producer is not an authorized agent of the Company.
- B. The Producer shall be liable for timely payment to the Company of all policy premiums for new flood insurance coverages written by the Producer pursuant to this Agreement. This provision shall not apply to renewal or transfer business. The Producer shall refund promptly to the Company compensation on cancelled policies and on reductions in premiums at the rate at which such compensation was originally paid. If the Producer should collect any premiums on direct-billed business, Producer shall immediately remit such sums to the Company without deducting any commission therefrom.
- C. Producer shall maintain the confidentiality of Confidential Information, as defined herein, shall use it only for purposes of this Agreement, and shall not disclose it to any other person except to employees, agents and other persons who need to know such Confidential Information to further the objectives of this Agreement and who agree in writing to maintain the confidentiality of the information as provided herein. If the Gramm-Leach-Bliley Act (GLB), including the regulations promulgated thereunder, or other applicable law, now or hereafter in effect, imposes a higher standard of confidentiality with respect to Confidential Information, such standard shall prevail over the provisions of this Agreement. As used herein, "Confidential Information" means all of Company's confidential, proprietary or trade secret information, including, but not limited to, underwriting criteria and guidelines, procedures and processes, studies, reports, and any other data or information developed by Company and provided to Producer or which is subject to protection under any federal or state privacy law, including customer personal information as protected under GLB. Notwithstanding the foregoing, the following shall not constitute "Confidential Information" for purposes of this Agreement: information which is obtained or was previously obtained by Producer from a third person who was not prohibited from transmitting the information by a contractual, legal or fiduciary obligation to Company, or information which is or becomes generally available to the public, other than as a result of a breach of this Agreement by Producer or a disclosure by Producer to another person. Notwithstanding, Producer is permitted to disclose the terms of this Agreement and any compensation payable to Producer by Hartford to insureds and prospects in connection with its sales and service activities, and other Confidential Information to its attorneys, consultants and other advisors in connection with this Agreement, and when otherwise required by law. In the event Producer is requested or required by law to disclose any Confidential Information, Producer shall provide Company with prompt notice thereof and cooperate with any of Company's efforts to seek a protective order. Producer shall at all times comply with Company's published Privacy Policies, as may be amended from time-to-time, concerning financial, medical and other personal or personally identifiable information. This obligation shall survive any termination of this Agreement.
- D. Any supplies furnished by the Company to the Producer remain the property of the Company and shall be accounted for and returned by the Producer to the Company upon termination or upon demand.
- E. Company may inspect and audit, at any time, with advance notice, the Producer's records pertaining to business placed with the Company. This obligation shall survive any termination of this Agreement.

- F. If a conflict exists as to which Producer is authorized to represent an existing or prospective customer with respect to any insurance matter subject to this Agreement, the policyholder's written statement designating his Producer shall control, subject to the Company's producer of record procedures.
- G. The delay or failure by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. No waiver of any term, condition or breach hereunder shall be deemed valid unless in writing signed by the party giving such waiver, and no waiver in one instance shall be deemed a waiver of any subsequent event of the same nature.
- H. Any compensation payable to Producer under this Agreement may be applied to any outstanding balances and other monies that are due from Producer or any of its affiliates or subsidiaries, and against any damages incurred by Hartford based on any acts or omissions by Producer or any of its affiliates or subsidiaries.
- I. This Agreement between the Company and the Producer applies to the Hartford Flood Insurance Program only and shall remain in full force and effect until terminated by either party by written notice of such termination given by one party to the other. Termination shall not affect the rights, duties, obligations, and liabilities of either party to the other that were created prior to the effective date of termination.
- J. This Agreement and any addendum to this Agreement shall constitute the entire Agreement and shall supersede any and all prior agreements governing the Hartford Flood Insurance Program.
- K. Company may amend this Agreement at any time by providing Producer with at least ninety (90) days written notice, except where this Agreement may provide for a shorter period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

HARTFORD FIRE INSURANCE COMPANY

FLOOD INSURANCE PRODUCER NAME:

By: _____

By: _____
 By checking this box, you are signing this document electronically. Please Fill out your name, title, and date below.

Name: Robert Nadeau
Title: A.V.P
Date:

Name:
Title:
Date:

**HARTFORD FLOOD INSURANCE PROGRAM
AUTHORIZED VENDOR EXHIBIT**



All references to “Authorized Vendor” in the Hartford Flood Insurance Producer Agreement shall refer to:

National Flood Services

Please note that the Authorized Vendor may be changed from time to time by Company immediately upon publication to the EBC[®] (or similar business portal offered by Company) or other written notice to the Producer.

Addendum C

MAIA Producer Commission

Commission will be paid to participating MAIA Flood Producers on each policy they have produced which is written or renewed on the Program. Such commission will be calculated on the basis of the rates set forth in the table below. The commission rate will be based on the total Annualized Gross Premium (AGP) at the time the policy is issued.

Total AGP	New Business or Transfer Business- payable on each policy	Renewal Business - payable on each policy
\$1.0 Million or less	18%	17%
Over \$1.0 Million but less than \$2.0 Million	19%	18%
Over \$2.0 Million	20%	19%

Transfer Assistance: Hartford may negotiate transition and/or expense assistance with MAIA Flood Producers to efficiently facilitate transfer of business to Hartford from an incumbent carrier, provided that adequate lead time is provided by the MAIA Flood Producer. Normally 120 days lead time is required. The assistance will be determined and approved by Hartford, in its sole discretion, based on Hartford's evaluation of factors including but not limited to the amount of business to be transferred by a MAIA Flood Producer and potential for new business production.

Commission Calculation Notes:

- AGP is defined as gross premium written hereunder during the immediately preceding 365 days as calculated the day the policy is issued.
- When the commission rate paid to MAIA Flood Producers increases or decreases, such change applies prospectively to new or renewal policies issued on or after the date of the change.
- In the event of termination of the Agreement, compensation due will be calculated as of the date of termination as full and final payment, with adjustments made for any policy cancellations.



Massachusetts Association of Insurance Agents (MAIA) Amendment to Flood Producer Agreement

This endorsement forms a part of the Flood Insurance Producer Agreement entered into between Hartford Fire Insurance Company for itself and its insurance company affiliates participating in the National Flood Insurance Program from time to time and Producer named therein.

This Flood Insurance Producer Agreement is hereby amended as section III.A.a is amended as follows for all current MAIA members in good standing:

- a. To compensate the Producer for acts performed under this Agreement with a percentage of premiums paid per new policy, a percentage of premiums paid per each renewal and each policy transferred to the Company and issued by the Company. Company will pay the Producer commissions at the rates specified in schedule(s) attached to this Agreement and/or in separate schedules or written documents provided by Company from time to time. No commission shall be payable on premiums for new flood insurance policies that are not collected or remitted to the Company by the Producer. Company may change commission rates by providing Producer with at least one hundred and eighty (180) days written notice;

Refer to the Flood Insurance Producer Agreement, including all amendments thereto, to determine any other obligations that are not expressly amended by this MAIA Amendment to the Flood Producer Agreement.