



PRODUCER AGREEMENT

This AGREEMENT (the "AGREEMENT") is made and entered into in this _____ day of _____, 20____ by and between MacNeill Group, Inc. ("MACNEILL"), a Florida corporation and ("Producer"), a _____ .
(Type of entity, State and County Corporation Registered)

WITNESS

WHEREAS, MacNeill represents insurance companies and other authorized entities in the placement and writing of insurance generally; and

WHEREAS, Producer requires the services of MacNeill to place insurance for its clients commonly referred to as insureds; and

WHEREAS, MacNeill and Producer desire to enter into an Agreement, which includes a commission arrangement, and independent control by Producer of the insurance business placed through MacNeill and an understanding of the rights and obligations of each;

NOW, THEREFORE, in consideration of these mutual agreements, the sufficiency of which is acknowledged, it is agreed as follows:

SECTION 1. SCOPE OF AGREEMENT BETWEEN THE PARTIES

This agreement governs the relationship between MacNeill and Producer and is binding upon the parties and their respective heirs, successors and assigns. It is further understood that this Agreement replaces any prior agreement between the parties, constitutes the entire agreement of the parties, and may not be changed or modified unless in writing, signed by the parties.

SECTION 2. PRODUCER'S STATUS AND DUTIES

- It is understood that Producer is an independent contractor and not an agent, employee or representative of MacNeill. Producer has no authority to bind insurance coverage on behalf of MacNeill or any insurance company or underwriter represented by MacNeill.
- Producer shall have ownership of all business subject to this Agreement.
- Producer acknowledges its obligation to fully inform all clients or insureds of the terms, conditions, exclusions and limitations of any insurance placed through MacNeill. Producer further acknowledges its responsibility to request proper insurance coverage for its clients, review all quotes, binders, and policies for accuracy and to keep Producer's clients fully informed of the amounts, terms and details of such coverages.
- Producer warrants that it is properly licensed to sell insurance in its state of domicile, and all other states in which Producer sells insurance, and shall maintain such licensure in good standing in such states so long as this Agreement is in effect, and further Producer 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.



SECTION 3. PLACEMENT OF INSURANCE

Producer shall comply with all state laws and rules applicable to placing any order, and obtaining coverage for admitted and/or non-admitted insurance with MacNeill. Coverage will be “bound” only when confirmed in writing to the Producer by MacNeill. All required applications and supporting documents may be submitted by mail, in electronic image format or via facsimile.

Producer is authorized to submit to MacNeill applications for the types of insurance that appear listed on “Schedule A”, which is attached and made part of this Agreement. Producer shall be responsible for assuring that all submitted applications are complete and accurate and in compliance with applicable application requirements for the coverage.

Producer understands and agrees that MacNeill is under no obligation to provide Producer advance notice of any expiration, or expiration date, of any insurance coverage that Producer has procured through MacNeill, except as required under governing state laws and rules. In the event that MacNeill does not render advance notice of expiration, MacNeill shall in no way incur any liability to Producer or Producer’s client/insured or to any other third party.

SECTION 4. RECORDS AND FILE RETENTION

Producer shall maintain copies of all insurance records in paper or electronic form for a period of at least seven years. Agent shall upon request by MacNeill or MacNeill’s authorized representative during normal business hours make available for inspection all books and records pertaining to business covered by this Agreement.

SECTION 5. PAYMENT OF PREMIUM

Producer guarantees payment to MacNeill of all premiums, including applicable fees and taxes, billed to Producer, on or before the due date specified, for all binders or policies placed by MacNeill for the Producer, notwithstanding the ability of Producer to collect premiums from the insured and without regard to any financing agreement. If Producer does not pay and remit to MacNeill within the time specified on the invoice or binder, whichever is applicable, MacNeill is authorized to cancel any binders, certificates or policies for which MacNeill has not been paid, in accordance with applicable law, and Producer agrees to pay the earned premium on such canceled policies, certificates or binders. If payment of such earned premiums is not received when due, MacNeill is entitled to withhold the amount of any unpaid or overdue charges from any subsequent commission payments due to the Producer.

If policies are direct billed by the insurance company or by MacNeill, the billing party will become responsible for the collection or cancellation for non-payment or non-remittance of the premium.

SECTION 6. PRODUCER COMPENSATION

MacNeill shall pay commissions to the Producer due on business placed by the Producer and written through MacNeill in accordance with the commission schedule made part of this Agreement under “Schedule A”. Commissions to be paid the Producer are based on the full amount of the annual premium but no commission will be paid on unremitted or unpaid premium, inspection or policy fees, taxes, statutory surcharges or other similar charges billed to or collected from the insured. If previously authorized in writing by MacNeill, the Producer may withhold the exact amount of the commission due and shall submit payment on a NET basis to MacNeill promptly and in no case later than the 15th of the month following the end of the month in which (a) the coverage became effective or (b) the policy is issued, whichever is later.



For policies that are "Direct Billed" by the insurance company or by MacNeill, commissions will be earned on that portion of the premium that is paid and received during the monthly accounting period. MacNeill will include all direct-billed paid transactions in the monthly statement of commissions to the Producer.

Commissions on adjustments to premiums through endorsements or cancellations will also be deemed earned when paid and properly remitted to MacNeill. If at the close of any monthly period, the Producer owes commissions back to MacNeill as a result of cancellations or adjustments to premiums or obligations to remit unearned premium, the Producer agrees to reimburse MacNeill by the end of the month in which a Commission Statement is received indicating that such return commissions or refunds are owed by the Producer.

The Producer and MacNeill may, on occasion, negotiate a different commission rate than shown on Schedule A for a specific policy. Such change of commission shall be provided in writing by MacNeill.

SECTION 7. ACCOUNTING

Producer shall pay and remit to MacNeill any premiums or sums due MacNeill in accordance with terms indicated by MacNeill's invoices or binders provided to Producer in time to be received and recorded by MacNeill's accounting department no later than the date indicated on each invoice or statement. If a discrepancy exists in accounting between Producer and MacNeill, it shall be Producer's responsibility to notify MacNeill, in writing, within ten (10) days from receipt of binder or invoice, or within fifteen (15) days from the month end of the policy's or policies' effective date(s), whichever shall occur earlier.

SECTION 8. CANCELLATION OF INSURANCE

There shall be no flat cancellation, or cancellation back to the date of inception, of any insurance coverage bound and/or written at the request of Producer under any circumstances, except as prescribed by state law and as agreed to by MacNeill. Unless otherwise specified by MacNeill in writing, all coverage placed and provided by MacNeill at the request of Producer shall be submitted with the understanding that policies are not subject to flat cancellation, and shall be canceled in accordance with the provisions of this Agreement or the policy's terms, insurance carrier's procedures and applicable law. In consideration of the commission paid to Producer on all premiums and additional premiums, the Producer agrees to refund commission to MacNeill on all returned or unearned premiums at the same rate at which such commission was originally paid.

When premiums are financed through a Florida licensed Premium finance Company (PFC), MacNeill will honor the PFC's cancellation notice for non-payment of premium as legally binding and will cause to have refunded the unearned portion of the premium directly to the Premium Finance Company subject to any minimum earned premiums, if such apply, and the provisions of the next paragraph.

MacNeill will not be responsible to return unearned premiums to any PFC, unless MacNeill has received a copy of the premium finance contract and the check in payment of the premium is drawn on the PFC's account and has cleared, or MacNeill has otherwise been made aware and acknowledged in writing that there is a premium finance agreement in place. The Producer acknowledges and agrees that Producer will make restitution and payment to the PFC when Producer has received such return premiums from MacNeill or the insurance company and that Producer is and shall be solely responsible to the PFC regarding any dispute arising from

MacNeill's remittance or the application of minimum earned premiums against the unearned premium balance.

SECTION 9. ELECTRONIC COMMERCE - ON-LINE USER NAMES AND PASSWORDS

When MacNeill makes available to the Producer the ability to generate quotations, applications or submissions for insurance via one or more automated systems provided by or through MacNeill, Producer, after being properly authorized by MacNeill in writing to use such system(s), shall receive a designated user name identification and temporary password from MacNeill. Producer shall review the system's operating instructions provided by MacNeill and will follow directions to obtain initial system access codes and update passwords as necessary.

Producer shall be responsible for maintaining the confidentiality of its user name, password and account and shall be fully responsible for all activities that occur under its account and to change the password to the account whenever necessary to prevent unauthorized individuals from accessing the system(s). Producer shall promptly notify MacNeill of any unauthorized use of its password or account or of any other breach of security.

Producer agrees that these automated systems may become inaccessible at certain times due to reasonable and customary maintenance or repair and/or reasons beyond MacNeill's control, MacNeill accepts no responsibility for the agent's inability to access such automated systems.

All systems authorizations and usage provided to Producers pursuant to this provision shall terminate upon the termination of this Agreement.

SECTION 10. REPORTING OF CLAIMS AND LOSSES

Producer agrees to report in writing to MacNeill immediately upon receipt any claim, loss, or occurrence or possible claim, loss, or occurrence it has knowledge of and to immediately report, in writing, any fact, occurrence, or incident that may result in a loss, claim, or occurrence under any policy of insurance placed through MacNeill. Producer does not have authority to adjust, handle, investigate or provide coverage opinions regarding any claim, loss or occurrence. Producer shall cooperate fully with MacNeill and/or its insurance carriers in the investigation and adjustment of any claim, if required.

SECTION 11. ADVERTISING

Producer may not, without the express written consent of MacNeill, issue, print or circulate any letter, pamphlet, advertisement, publication or statement, oral or written, referring in any way to MacNeill or representing any relationship of any kind between Producer, MacNeill or any market represented by MacNeill. Producer specifically agrees to indemnify MacNeill for any loss, legal fees, or other expense it may sustain from any unauthorized advertisement, publication or statement by Producer.

SECTION 12. ERRORS AND OMISSIONS INSURANCE

Producer agrees to have and maintain errors and omissions insurance coverage for itself and its agents or representatives, solicitors, servants and employees in an amount not less than \$500,000 per occurrence and \$1,000,000 in the aggregate, placed with an insurance carrier that is rated "A-" or better by A.M. Best Company. A copy of the policy or confirmation of coverage shall be submitted annually to MacNeill. This Agreement shall terminate automatically in the event Producer fails to provide the required confirmation of coverage.



SECTION 13. INDEMNITY AGREEMENT

MacNeill shall indemnify and hold the Producer and its officers, employees, and designees harmless from and against any and all claims, suits, actions, judgments, loss or expense the Producer may incur or become obligated to pay as a result of any act or omission constituting gross negligence or willful misconduct of MacNeill in its processing or handling of insurance business placed by the Producer through MacNeill under this Agreement, except to the extent that the Producer has caused, or contributed to such error, omission, or negligence.

Producer shall indemnify and hold MacNeill and its officers, employees, and designees harmless from and against any and all claims, suits, actions, judgments, loss or expense MacNeill may incur or become obligated to pay as a result of any act, failure to act, error, omission, negligence or breach of this Agreement by Producer, including, but not limited to, any failure of Producer or any of its agents, servants or employees to fulfill all obligations of the Agreement or to act in a lawful manner, except to the extent that MacNeill has caused, exacerbated or contributed to such error, omission, or negligence.

Each party shall promptly provide written notice to the other party of any claimed obligation of the other party arising under this indemnification provision. Such notice must be provided by the party seeking indemnification within thirty (30) days after receipt of notice of the possible claim, suit, action, judgment, loss or expense giving rise to the obligation to indemnify.

SECTION 14. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days advance written notice mailed to the address of the other party as set forth in the Notice provisions hereof provided however that MacNeill may terminate this Agreement immediately in the event of any of the following:

- Producer ceases business operations, becomes insolvent, assigns all or substantially all of its assets for the benefit of creditors or files for bankruptcy protection or for a financial reorganization.
- Material breach of this agreement by the Producer which is not cured and resolved to MacNeill's satisfaction within 30 days of written notice by MacNeill.
- The Producer fails to remit premiums or return commissions as required under this agreement and which are not remitted within 30 days of written notice by MacNeill.
- The Producer's insurance license is not renewed or is revoked.
- The Producer commits fraud, forgery, misrepresentation or is convicted of a felony.
- The foregoing list of examples for cause shall not be construed to exclude any other possible ground as cause for termination of this Agreement.

Termination will not affect the provisions of this Agreement with regard to any policy of insurance paid for and placed through MacNeill by Producer in accordance with the provisions of this Agreement during the term of this Agreement prior to the date of termination. The parties hereto acknowledge that they shall continue to be bound and shall perform, subsequent to the termination of this Agreement, all the obligations set forth herein necessary to fulfill the obligations of the parties pursuant to this Agreement.

SECTION 15. CONTROLLING LAW

This Agreement shall be controlled and be subject to the laws of the State of Florida.



SECTION 16. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements between the parties and constitutes the sole and entire agreement setting forth the benefits and obligations of the parties thereto.

SECTION 17. SEVERABILITY

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.

SECTION 18. ASSIGNMENT

Producer may not assign this Agreement without the written consent of MacNeill.

SECTION 19. WAIVER

The failure of MacNeill to take any action or to delay taking any action respecting any default by the Producer or its Producers shall not be deemed to constitute a waiver of the default or any subsequent default or an amendment to this Agreement.

SECTION 20. JUDICIAL JURISDICTION

Any controversy arising under, out of, in connection with, or relating to this agreement or the breach thereof shall be determined by the courts of Broward County, Florida. In any action by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement from the other party for all reasonable costs and expenses including, but not limited to, attorneys' fees incurred by the prevailing party in connection with such litigation, including any appeal there from.

SECTION 21. NOTICES

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein, or as otherwise may be required or necessitated by this Agreement, shall be given by regular first class mail and shall be mailed to the respective parties as follows:



As to MacNeill Group:

MacNeill Group, Inc.
1300 Sawgrass corporate Pkwy # 300
Sunrise, FL 33323
Attn.: Marketing Department

As to Producer:

Agency Name and Address:

Executed on the _____ day of _____, 20

By: _____

By: _____

LUIS VALDES
Name and title

Name and title

Date

Date

Witness

Witness



ADDENDUM 1 - FLOOD INSURANCE PRODUCER AGREEMENT

This Addendum is made part of the Producer Agreement between MacNeill Group, Inc. (“MacNeill”) and (“Producer”) and is effective . The term “Company” whenever used in this agreement refers to American Bankers Insurance Company.

MacNeill and the Producer mutually agree as follows:

I Duties of Producer

- A. To solicit and submit applications together with premiums due, for the Standard Flood Insurance Policy as authorized under the National Flood Insurance Reform Act, subject to the published authority of the Federal Emergency Management Agency/Federal Insurance Administration (FEMA/FIA).
- B. To obey and comply with all State Insurance Department (or other agency regulating insurance) regulations governing the territory in which the Producer is authorized to solicit business.
- C. To comply with the underwriting guides, bulletins, manuals, and written instructions issued by or through MacNeill or the Federal Emergency Management Agency/Federal Insurance Administration (FEMA/FIA) regarding the solicitation and submission of flood insurance applications.
- D. To report all claims and claims related activity promptly to the Company.

II Limitation of Producer’s Authority

- A. No provision of this Agreement shall be construed to create the relation of employer and employee between MacNeill and the Producer, and the Producer shall act as an independent contractor and be free within the prescribed underwriting guidelines of MacNeill or the Federal Emergency Management Agency/Federal Insurance Administration (FEMA/FIA) in force at the time to exercise the Producer’s own judgment as to the persons whom the Producer will solicit, and the time, place, and manner, and the amount of such solicitation.
- B. The Producer has no authority to extend time of payment of premiums, or to waive or extend any obligation or condition of the Standard Flood Insurance Policy, or incur any liability on behalf of MacNeill or the flood insurance carrier.
- C. Agent shall not participate in the settlement of claims, pay claims, nor commit Company or MacNeill to the payment of claims unless so directed in writing by Company.



III Internet Rater

Producer will use the Processing System chosen by the Company, AccessFlood™ to rate, quote and process new applications, process certain endorsements and credit card premium payments for flood insurance written under this Agreement. Responsibility for Producer’s equipment, software and associated costs necessary to utilize AccessFlood™ will be the responsibility of the Producer

All other terms and conditions of the Producer Agreement to which this Addendum 1 is attached also apply to this Addendum.

Executed on this _____ day of _____, 20_____

Agency Name and Address:

MacNeill Group, Inc.
1300 Sawgrass corporate Pkwy # 300
Sunrise, FL 33323

By: _____

By: _____

LUIS VALDES
Name and title

Name and title

Date

Date

Witness

Witness



SCHEDULE A

This schedule is made part of the Producer Agreement between MacNeill Group and _____ and applies to policies effective on or after _____.

Authorized for the following Departments	Line of Business	Commission Rates *	
		New	Renewal
<input type="checkbox"/> Commercial Lines			
	MacNeill's Binding Authority – Except Transportation	12%	12%
	MacNeill's Binding Authority – Transportation	10%	10%
	MacNeill's Brokerage Authority –Except Transportation	10%	10%
	MacNeill's Brokerage Authority – Transportation	10%	10%
	Capacity Insurance Company	10%	As quoted
<input type="checkbox"/> Personal Specialty Lines			
	Dwelling Fire	10%	10%
	Homeowners	10%	10%
	Farm & Ranch	10%	10%
	Personal Liability– USLI/MtVernon	12%	12%
	Personal Liability - Other	10%	10%
	Personal Umbrella - USLI/Mt Vernon	12%	12%
	Personal Umbrella - Other	10%	10%
	Excess Umbrella	12%	12%
	Personal Inland Marine	10%	10%
	Vacant Dwelling Program- Scottsdale	15%	15%
	Vacant Dwelling Program-Other	10%	10%
	Misc Personal Lines – USLI/MtVernon	12%	12%
	Misc Personal Lines – Other	10%	10%
<input type="checkbox"/> Flood			
	American Bankers – WYO Program	%	%
<input type="checkbox"/> Excess Flood			
	Lloyd's Excess Flood Program	New & Renewal:	10% (adjustable)

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.

Social security number
or
Employer identification number

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

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 that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that 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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**American Bankers
Insurance Company of Florida**
P.O. Box 4337
Scottsdale, AZ 85261
T 800.423.4403
F 714.712.3845
flood.marketing.support@assurant.com
www.abicflood.com

AccessFlood Agency Account Sign up Form

To establish your AccessFlood agent account, complete the following information. **Please fax or e-mail the completed form to 714-712-3845 or flood.marketing.support@assurant.com.** When the account setup is completed, you will receive e-mail confirmation with your user ID and password.

Please Print Clearly.

Agency Account Number					
Agency Tax ID #					
Agency Name					
Agency Address					
Agency City		Agency State		Agency Zip Code	

Individual User Information:

First Name	Last Name	Email address
<u>AccessFlood Widgets:</u> (Check all that apply)		
<input type="checkbox"/> Commission: Month to Date	<input type="checkbox"/> In-Force Policies	
<input type="checkbox"/> Commission: Year to Date	<input type="checkbox"/> Daily Transactions	
<input type="checkbox"/> Claims	<input type="checkbox"/> Expiring Policies	

First Name	Last Name	Email address
<u>AccessFlood Widgets:</u> (Check all that apply)		
<input type="checkbox"/> Commission: Month to Date	<input type="checkbox"/> In-Force Policies	
<input type="checkbox"/> Commission: Year to Date	<input type="checkbox"/> Daily Transactions	
<input type="checkbox"/> Claims	<input type="checkbox"/> Expiring Policies	

First Name	Last Name	Email address
<u>AccessFlood Widgets:</u> (Check all that apply)		
<input type="checkbox"/> Commission: Month to Date	<input type="checkbox"/> In-Force Policies	
<input type="checkbox"/> Commission: Year to Date	<input type="checkbox"/> Daily Transactions	
<input type="checkbox"/> Claims	<input type="checkbox"/> Expiring Policies	

*****PLEASE NOTE: Individual user setups are required. All users must provide their first and last name and email address. If additional space is needed, please make copies.**

Agency Representative Signature: _____ Date: _____
Agency Representative Name: _____ Title: _____

*****For an improved online experience please update your browser to Internet Explorer 8, Firefox 3.6, Chrome 6.0 or Safari 5.0*****

Flood Service Center Hours: 6:00am to 4:00pm (Arizona Time)



ASSURANT
Specialty
Property

American Bankers
Insurance Company of Florida
PO Box 4337
Scottsdale, AZ 85261-4337
T 800.423.4403
F 714.712.3845
flood.marketing.support@assurant.com
www.abicflood.com

AGENT NUMBER:	
AGENT NAME:	
TAX ID/ SSN#	AGENT PHONE:

AUTOMATIC CLEARING HOUSE (ACH) AGREEMENT

PLEASE PROVIDE YOUR BANK INFORMATION BELOW:

BANK INFORMATION

Bank Name: _____

Account No: _____

ABA Routing No: _____

I hereby authorize National Flood Services (NFS) on behalf of American Bankers Insurance Company of Florida (ABIC) to initiate debit entries from my account electronically, by paper means or by any other commercially accepted method. The authority is to remain in full force and effect until ABIC or BANK have received written notification from me of its termination. This must be done in such time and in such manner as to afford ABIC or BANK a reasonable opportunity to act on it. ABIC reserves the right to void this agreement at any time without prior notice and bill the agent at their address.

Signature: _____

Date: _____

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

ELECTRONIC/AUTHORIZED SIGNATURE AGREEMENT *** (Please attach a copy of your agent license) *******

I, _____ (print name) am granting permission to use my signature electronically on new business applications and endorsements for _____ (agency name). I understand that any additional documentation related to the application must be submitted to the company for processing. Agent will maintain and grant access within their office.

Signature: _____ Date: _____

DIRECT DEPOSIT COMMISSION SET-UP

PLEASE PROVIDE YOUR BANK INFORMATION BELOW:

E-Mail Address _____

BANK INFORMATION

Bank Name: _____

Account No: _____

ABA Routing No: _____

I hereby authorize the NFS on behalf of ABIC to initiate direct deposit commission entries to my account electronically, by paper means or by any other commercially accepted method. This authority is to remain in full force and effect until ABIC or BANK have received written notification from me of its termination. This must be done in such time and in such manner as to afford ABIC or BANK a reasonable opportunity to act on it. ABIC reserves the right to void this agreement at any time without prior notice.

Signature: _____

Date: _____

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

**AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
FLOOD DEPARTMENT**

P O Box 4337, Scottsdale, AZ 85261-4337, Phone: 1-800-423-4403; Fax: 714-712-3845

WRITE YOUR OWN FLOOD PROGRAM REQUEST TRANSMITTAL

GENERAL AGENT or DIRECT AGENT SECTION

AGENT #: _____ **AGENCY NAME:** _____ **FEIN** _____

AGENCY OR SUB-PRODUCER INFORMATION – COMPLETE ALL SECTIONS & INCLUDE A COPY OF THE AGENCY LICENSE

Sub Agent No: _____ **Is the Sub-producer a Corporation?** **Sole Proprietor?**

Agency Legal Name (Corporation) **Sole Proprietor (Include Trade or DBA Name)**

FEIN _____ **Sole Proprietor SS# (required if no FEIN)** _____

Address, City, State & Zip _____ **Telephone #** _____ **Fax #** _____

PRODUCING AGENT INFORMATION – COMPLETE ALL SECTIONS & SUBMIT ONE FORM PER AGENT

DISCLOSURE: TO PROCESS THIS REQUEST, THE DISCLOSURE BELOW MUST BE **READ** AND **SIGNED** BY THE PRODUCING AGENT.

First Name _____ **Last Name** _____ **Social Security #** _____ **Date of Birth** _____

Resident Address, City, State & Zip _____ **Telephone #** _____

Is the producing agent an employee of the General Agent? Yes No

SELECT CONTRACTED STATES ONLY & PROVIDE COPY OF LICENSE(S) – AGENT & AGENCY

<input type="checkbox"/> Alabama	<input type="checkbox"/> Alaska	<input type="checkbox"/> Arizona	<input type="checkbox"/> Arkansas	<input type="checkbox"/> California	<input type="checkbox"/> Colorado	<input type="checkbox"/> Connecticut
<input type="checkbox"/> Delaware	<input type="checkbox"/> DC	<input type="checkbox"/> Florida	<input type="checkbox"/> Georgia	<input type="checkbox"/> Hawaii	<input type="checkbox"/> Idaho	<input type="checkbox"/> Illinois
<input type="checkbox"/> Indiana	<input type="checkbox"/> Iowa	<input type="checkbox"/> Kansas	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Maryland	<input type="checkbox"/> Maine
<input type="checkbox"/> Massachusetts	<input type="checkbox"/> Michigan	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Missouri	<input type="checkbox"/> Montana	<input type="checkbox"/> Nebraska
<input type="checkbox"/> Nevada	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> New Jersey	<input type="checkbox"/> New Mexico	<input type="checkbox"/> New York	<input type="checkbox"/> North Carolina	<input type="checkbox"/> North Dakota
<input type="checkbox"/> Ohio	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Oregon	<input type="checkbox"/> Pennsylvania	<input type="checkbox"/> Rhode Island	<input type="checkbox"/> South Carolina	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Tennessee	<input type="checkbox"/> Texas	<input type="checkbox"/> Utah	<input type="checkbox"/> Virginia	<input type="checkbox"/> Vermont	<input type="checkbox"/> Washington	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> West Virginia	<input type="checkbox"/> Wyoming	Other: _____				

SIGNATURE AND AUTHORIZATION

American Reliable Insurance Company (ARIC), American Bankers Insurance Company of Florida (ABIC), herein collectively and individually referred to as "Company."

I understand that I may be subject to an investigative consumer report ordered by the Company as required by certain states. I further understand that the investigative report may consist of a credit report; criminal record reports; regulatory inquiries such as state insurance, banking, or securities department inquiries; SEC or NASD inquiries; and interviews with inquiries to third parties such as former employers, financial sources, and others.

I AUTHORIZE ASSURANT SOLUTIONS TO CONDUCT ANY OR ALL OF THESE INQUIRIES. I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY ASSURANT SOLUTIONS, ITS AGENTS, MEMBER COMPANIES AND/OR AFFILIATES TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I hereby certify that I have reviewed the Write Your Own Flood Program Request Transmittal and the information is true, correct, and complete. If any information that I have provided is found to be incorrect or incomplete, it will be grounds for rejecting the application or for termination of my relationship with the Company. Assurant Solutions retains sole authority to terminate any appointments subject to applicable laws and regulations.

_____ **Producing Agent's Signature** _____ **Date** _____