

# **NON-HARTFORD AGENT ENROLLMENT CHECKLIST**

1. Completed and Signed Producer Agreement.
2. Completed Producer Data Form.
3. Completed Rollover Form (If applicable).
4. Completed and signed W-9 Tax Form.
5. Completed Agency Licensing Data Sheet
6. Copies of each Producer's License and Agency License.

## **Send all forms to:**

Hartford Flood  
c/o Trumbull Services  
4 Griffin Road North  
Suite 200 A  
Windsor, CT 06095

**Fax or  
email:** **860.683.8750**  
[a.brickley@trumbull-services.com](mailto:a.brickley@trumbull-services.com)  
ph 860-687-3932  
[m.gilson@trumbull-services.com](mailto:m.gilson@trumbull-services.com)  
ph 860-687-3828  
[d.Thompson@trumbull-services.com](mailto:d.Thompson@trumbull-services.com)  
ph 860-687-3830

# 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., HEREAFTER REFERRED TO AS "COMPANY" (ACTING BY AND THROUGH ITS AUTHORIZED VENDOR, NATIONAL FLOOD SERVICES).

## 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.

## II. THE 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, not to compromise, adjust or settle any claim against Company, and 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. To promptly send to the Company's authorized Vendor (National Flood Services) each application and the total policy premium due for insurance coverage, after the signature of the Producer is affixed to the application. To maintain a signed copy of all applications transmitted electronically to Company's authorized Vendor (National Flood Services). To promptly and accurately report all claims and claim related activity to the Company's authorized Vendor (National Flood Services).
- B. 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 insured's and prospects of the terms of this Agreement and all compensation payable by Hartford; and (iii) all commission sharing requirements when writing risks outside Producer's resident state.

## III. THE COMPANY AGREES

- A. To compensate the Producer for acts performed under this Agreement with a percentage of premiums per new policy, a percentage of premiums per each renewal and each policy transferred to the Company and issued by the Company. The exact percentage of compensation due the Producer will be in accordance with the Compensation Schedule, as determined by Company from time to time.
- 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.
- 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 compensations 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. In connection with its sales and service activities, Producer is permitted to disclose to insureds and to prospects the terms of this Agreement and all compensation payable by Hartford. 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.
- 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.
- 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 breach by Producer or any of its affiliates or subsidiaries of any agreement between Hartford and any such party.
- I. This Agreement between the Company and the Producer applies to the Company 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 and applies only to the WYO National Flood Insurance Program administered by Hartford Fire Insurance Company.

K. Commissions payable to producer are as follows:

NEW \_\_\_\_\_% RENEWAL \_\_\_\_\_% ROLLOVER \_\_\_\_\_%

**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**

**AGENCY NAME:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Denis C. Thompson

Name:

Title: A.V.P. Hartford Fire Insurance

Title:

Date:

Date:

\_\_\_\_\_  
(Vendor Use Only \_\_\_\_\_)

Producer # 4500-

**STANDARD PLAN  
PRODUCER DATA FORM**

*(Please Print or Type)*

**Agency Name** \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_

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

(If different from above)

\_\_\_\_\_

Business Phone No. (\_\_\_\_\_) \_\_\_\_\_ Business Fax No. (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Person to contact for policy-issuance questions \_\_\_\_\_

**Commission checks payable to** \_\_\_\_\_

IRS Tax ID No. \_\_\_\_\_

**(Name on commission checks and Tax ID must correspond with your Federal Tax Return.)**

**Producer's Name** \_\_\_\_\_

(Exactly as it appears on your license.)

License No. \_\_\_\_\_

**Errors & Omissions Policy** \_\_\_\_\_

(Dates, Limits, and Co.)

**PLEASE ATTACH A PHOTOCOPY OF YOUR CURRENT PROPERTY & CASUALTY LICENSE.**

If you are submitting individual producer licenses, the following information must be completed for each producer. Please name only those individuals who will be signing flood insurance applications. Use additional page if necessary.

Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_

City, County, State, and Zip Code



# Please Review

## Rollover Procedures

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The following guidelines have been established to make the transition from your current carrier to The Hartford as efficient as possible.

1. We require a Flood Insurance Agreement on file for your agency. The Agreement may be submitted at the time the roll-over information is sent to the Flood Processing Center.
2. Please submit a copy of the current Declarations Page. After verifying that all information is accurate, please initial it before sending it. If policy is elevation-rated and the elevations do not appear on the Declarations Page, please include a copy of the elevation certificate.
3. If possible, please submit information on **all** policies at once. This allows time for verification and renewal issuance in a timely manner and eliminates monthly follow up. We should receive this information to complete billing **60 days prior** to the earliest renewal dates of the policies. In order for the Flood Processing Center to process a Roll-over/Renewal, the current Declarations Page **must be received at least 45 days prior to its expiration**. If received less than 45 days prior to expiration the only way the Flood processing Center can process the renewal is if the current Declarations Page is accompanied by cash, credit card authorization (VISA or Master-card), or a certified check. If any changes are made through the previous carrier, a copy of that change should also be sent to us in order to keep our files correct and ready for the renewal notice to be sent.
4. Please sign and return the enclosed authorization form along with the policy information (as indicated below) to begin the rollover process.

The Flood processing Center will process renewal billing based on documents submitted. Please review all declarations pages and policy renewal listings for accuracy. We will contact you by telephone if we need additional information.

## Rollover Documentation

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**New Federal Guidelines require the following information for single family dwellings, 2-4 family buildings, other residential buildings or non-residential buildings:**

A copy of the current declarations page, show the LFE and BFE if elevation rated,

**OR**

A copy of the declarations page and a copy of the elevation certificate if the LFE and BFE are not on the declarations page.

\* A copy of the application and application part 2 must be included if all of the rating information does not appear on the declarations page. If there is an enclosure, the enclosure size must be on the application.

### **For residential condominium association policies:**

A copy of the current declarations page showing the LFE and BFE, the current replacement cost of the building, the number of units in the building, two photographs of the building showing the front and the back of the building.

**OR**

A copy of the application/application part 2, a copy of the elevation certificate, and two photographs of the building

\* A copy of the application and application part 2 must be included if all of the rating information does not appear on the declarations page. If there is an enclosure, the enclosure size must be on the application.

### **For submit for rate buildings:**

A current declarations page, a copy of the signed application & application part 2, a copy of the elevation certificate, a signed variance form, the enclosure worksheet (if applicable), a copy of the elevated building determination (if applicable), some clear photos of the building and breakaway walls memo if "V" zone.

**NOTE:** While a current declarations page is required to establish effective dates, a declarations page from a prior term may be used for elevation data if the LFE and the BFE are contained on the declarations page and the property address on the dec matches the property address being insured.

**NOTE:** For ALL "V" zone properties (rated with elevation information), we must also have the replacement cost & actual date of construction.



**HARTFORD FLOOD  
Agency Licensing Data Sheet**



Date:

Appointment  X

To: **The Hartford – Licensing Team**

From:

STATE OF:

**SECTION I - GENERAL  
INFORMATION**

**RO:**  
**Agency Code:**  
**Policy Number:**

Agency Name:  
Address:  
Address:  
Phone Number:  
Contact Name:

**SECTION II - COMPANY REPRESENTATION INFORMATION**

Check Applicable Company(s)

|                                     |   |  |   |
|-------------------------------------|---|--|---|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company         |  | Hartford Insurance Company of the Midwest   |
| <input type="checkbox"/>            | Hartford Accident & Indemnity Company   |  | Trumbull Insurance Company                  |
| <input type="checkbox"/>            | Hartford Casualty Insurance Company     |  | Hartford Insurance Company Illinois         |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company |  | Hartford Insurance Company of the Southeast |
| <input type="checkbox"/>            | Twin City Fire Insurance Company        |  | Hartford Lloyd's Insurance Company          |

Lines of Business Requested:  Flood

(check applicable lines)

**SECTION III - AGENCY INFORMATION**

**1** Is Agency to be licensed in this State?  Yes  No **(If Yes, complete Question 2 before proceeding to Section IV.)**

**2** Is Agency currently licensed in this State?  Yes  No **(If Yes, please attach copy of a current P/C Non-Resident Agent's License for this State).**

**SECTION IV - AGENCY PERSONNEL INFORMATION**

|   |               |               |  |                             |
|---|---------------|---------------|--|-----------------------------|
| Agency Personnel Name                     | Social Sec. # | Date of Birth | **Is agency Personnel Name Currently Licensed in this state? |                             |
| Resident Address (Street, City, Zip Code) |               |               | <input type="checkbox"/> Yes                                 | <input type="checkbox"/> No |
| Agency Personnel Name                     | Social Sec. # | Date of Birth | **Is agency Personnel Name Currently Licensed in this state? |                             |
| Resident Address (Street, City, Zip Code) |               |               | <input type="checkbox"/> Yes                                 | <input type="checkbox"/> No |
| Agency Personnel Name                     | Social Sec. # | Date of Birth | **Is agency Personnel Name Currently Licensed in this state? |                             |
| Resident Address (Street, City, Zip Code) |               |               | <input type="checkbox"/> Yes                                 | <input type="checkbox"/> No |

**\*\* PLEASE ATTACH A COPY OF AGENCY LICENSE AND EACH AGENTS PP/C LICENSE.**