

Thank you for your interest in becoming an active broker with Number One Insurance Agency, Inc.  
The availability of several top-tier insurance markets is a benefit of your membership to MAIA.

To complete your agreement, please return the following:

- ✓ Signed contract
- ✓ Copy of your agency's Massachusetts producer's license
- ✓ Copy of your agency's Error & Omissions coverage
- ✓ Completed Direct Deposit Form to help expedite the payment of commissions

Completed agreements should be returned to Judy Carlson via secured email at [jcarlson@massagent.com](mailto:jcarlson@massagent.com) or by fax to 508-634-2930.

We look forward to helping place business for your clients in the following markets:

- Concierge Flood Insurance
- Hospitality Risks  
(Liquor Liability, GL, CP & Excess)
- Flood Insurance\*  
(Personal, Commercial & Excess Policies  
\*Separate Agreement Required)
- Lawyers' Professional Liability
- RLI's Home Business Policy
- RLI's Personal Umbrella
- Toys (Motorcycles, Classic Cars,  
Snowmobile, Off-Road Vehicles &  
Watercraft)
- Workers' Compensation

*a member benefit of*

Massachusetts Association  
of Insurance Agents



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[info@massagent.com](mailto:info@massagent.com) • [massagent.com](http://massagent.com)®





## Number One Insurance Agency, Inc. Broker's Agreement

This agreement between the Number One Insurance Agency, Inc., a Massachusetts corporation with offices at 91 Cedar Street, Milford, MA 01757, representatives, successors and assigns (and their heirs, if individuals) ("Number One") and ("Broker")

\_\_\_\_\_ of  
(agency name)  
\_\_\_\_\_  
(street) (city) (state) (zip)

Witnesseth that: Number One hereby grants authority to the Broker to submit for insurance coverage, risks located in the Licensing State under insurance programs available through Number One and the insurance companies set forth in the attached schedules hereof ("Companies"). This authority is subject to laws of the Licensing State in which such Broker is authorized to write insurance business and to the terms and conditions hereinafter set forth.

It is Hereby Agreed between Number One and the Broker as follows:

### 1. Broker's Responsibilities

- 1.1 The Broker agrees to maintain membership with the Massachusetts Association of Insurance Agents (MAIA).
  - 1.1.1 If the broker chooses not to maintain membership, The Number One Insurance Agency will continue to service any existing policies of the broker but will not allow any new business to be processed.
- 1.2 The Broker agrees to maintain a MA Producer's insurance license in the Licensing State for property and casualty insurance and to adhere to the laws and responsibilities that apply. A copy of said license shall be submitted with this Agreement. Subsequent renewals of said license will be submitted to Number One in a timely manner.
- 1.3 Shall allow Number One to verify E & O coverage required in section 9.1.3 with the carriers we provide to our members (Westport, Utica, etc.) or will provide Number One with a copy of your policy's declaration or Certificate of Insurance upon renewal yearly.

### 2. Premium Remittance

- 2.1 It is agreed and understood that for any programs requiring premiums to be collected by the Broker are held in trust and that such premiums are the property of Number One and the Companies, that the Broker has no interest in the premiums collected by him and shall make no deductions there from before paying same to Number One, except for commissions authorized in writing.
- 2.2 Specific Premium remittance instructions are set forth in the attached schedules.
- 2.3 Should the Broker fail to pay Number One or the Companies any premiums when due, including those incurred by audits or interim reports, then the Broker agrees to bear any collection or other expenses, including reasonable attorney fees and costs, expended by Number One or the Companies to enforce collection from the Broker to the extent allowed by law. Interest will be charged on unpaid premiums at a rate of fifteen percent (15%) per annum or the highest rate permitted by law. Any earned premium owed by the Broker to Number One or the Companies will be offset with earned commissions owed to the Broker by Number One or the Companies.
- 2.4 If the Broker has failed to account for and pay to Number One or the Companies immediately upon demand, all premiums for which he may be liable, all records and use and control of expirations shall be vested in Number One and the Broker agrees to execute any documents necessary to formally place the title thereto in Number One. Number One likewise shall have the immediate right thereafter, at its discretion to sell, transfer, assign or otherwise handle and control the business and expirations covered by this contract to satisfy in whole or in part the obligations of the Broker to Number One or the Companies.

### 3. Commissions

- 3.1 Commission shall be as indicated in the Schedules attached to this Agreement. Commissions may be changed by Number One upon written notice to the Broker.
- 3.2 A return commission calculated at the same rate as the original commission thereon shall be deducted from each return premium including cancellations ordered by Number One.
4. **Binding Authority:** In no event may the Broker bind Number One or any of the Companies on any risk or endorsement thereto.
5. **Expenses:** Number One shall not be responsible for any expenses of the Broker.
6. **Notification of Claims**  
The Broker agrees to cooperate fully with Number One and the Companies to facilitate the investigation and adjustment of any claim when requested and in the manner requested by Number One/the Companies and under any such rules and regulations as may be agreed upon from time to time. The Broker shall not appoint an adjuster or attorney to represent Number One or the relevant Insurance Company(ies) set forth in the attached Schedules hereto on any claim without the permission of Number One and the relevant Insurance Company(ies) set forth in the attached Schedules.
7. **Termination**  
7.1 This agreement may be terminated upon written notice, in the event there has been violation of either Number One or the Broker's fiduciary responsibility, and /or insolvency, threat of insolvency, fraud, abandonment, willful, gross or negligent misconduct, as it relates to this agreement, including the termination or suspension of either Number One's or the Broker's license.  
7.2 This agreement will be continuous and may be terminated by either party at any time by 10 days written notice. In the event of termination, the Broker's records, use and control of expirations shall remain the property of the Broker and shall be left in his possession except as provided under Section 2 hereof.
8. **Ownership of Expirations:** The use and control of expirations, and the records thereof, shall remain in the undisputed possession and ownership of the Broker, except as provided under Section 2 hereof or due to Broker Abandonment and after Number One's attempt and inability to reassign the policy(ies) to another Broker.
9. **Indemnification**  
9.1 **The Broker:**  
9.1.1 Is not an employee of Number One, but is an independent contractor.  
9.1.2 Shall indemnify Number One for any fines or penalties assessed against Number One by governmental authorities arising solely as a result of the actions, inactions or transactions of the Broker or parties affiliated with or under the direction of the Broker. The Broker shall provide immediate repayment to Number One for any liability incurred by reason of the forgoing.  
9.1.3 Shall maintain, at its own expense, Errors & Omissions insurance with minimum limits of \$1,000,000 each claim, \$1,000,000 aggregate. In the event the Broker purchases a combined single limit (CSL) policy, the minimum limit shall be \$1,000,000.  
9.2 Number One shall indemnify the Broker for any fines or penalties assessed against the Broker or by governmental authorities arising solely as a result of the actions, inactions or transactions of Number One or parties affiliated with or under the direction of Number One. Number One shall provide immediate repayment to the Broker for any liability incurred by reason of the forgoing.
10. **Arbitration Clause:** The following procedure will be followed in the event of a disagreement or dispute involving the interpretation of this agreement or the performance or non-performance of Number One and the Broker:
- 10.1. The Parties will make a good faith effort to establish a meeting for the purpose of settling unresolved disputes.  
10.2. If Number One and the Broker are unable to resolve their conflict within 30 days, the controversy will be resolved by arbitration in accordance with the commercial rules adopted by the American Arbitration Association.  
10.3. All unresolved disputes with regard to the conditions of this agreement will be decided by a panel of three (3) disinterested arbitrators. The party who desires arbitration will appoint one (1) disinterested arbitrator and will furnish written notice of the appointment to the other party. Within 10 days thereafter, the other party will appoint one (1) arbitrator. The two (2) appointed arbitrators will, within 15 days thereafter, together select a third arbitrator who will be designated as the presiding officer of the panel. If the appointed arbitrators fail or refuse to choose a third arbitrator within 30 days after having been appointed, the third arbitrator will be chosen by the American Arbitration Association.



# Product Commission Schedule



<b>A. RLI Insurance Company</b>	<b>New Business</b>	<b>Renewal Business</b>
Personal Umbrella	10%	10%
Home Business Insurance	12%	12%
<b>B. Workers' Compensation</b>	<b>New Business</b>	<b>Renewal Business</b>
Hartford Insurance Company *DIA, Expense Constant & Terrorism	75% of Number One's Commission	75% of Number One's Commission
Norfolk & Dedham *DIA Assessment	8%	7%
Alternative Market *DIA Assessment + ARAP	6%	6%
<i>*Denotes Non-Commissionable Portion of Premium</i>		
<b>C. Lawyers' Professional Liability Swiss Re Corporate Solutions</b>	<b>New Business</b>	<b>Renewal Business</b>
Professional Liability Policy	9%	9%
Extended Reporting Period	4%	n/a
Excess Market	Provided w/ Quote	Provided w/ Quote
<b>D. Liquor Liability GL, CP &amp; Excess Hospitality Mutual Insurance Co.</b>	<b>New Business</b>	<b>Renewal Business</b>
Preferred & Package Store	15%	10%
Standard Accounts	12%	9%
Commercial GL & CP	15%	10%
Excess Liability	12%	9%
Temporary Event Policies	7%	7%
<b>E. Specialty Markets "Toys" Safeco Insurance</b>	<b>New Business</b>	<b>Renewal Business</b>
Motorcycle & Off-Road Vehicles	12%	7%
Watercraft	12%	12%
Motorhomes, Travel Trailers, Classic Cars	75% of Number One's Commission	75% of Number One's Commission
<b>F. Flood Concierge Program</b>	<b>New Business</b>	<b>Renewal Business</b>
	60% of Number One's Commission	60% of Number One's Commission
<b>G. MA PFML Private Stand-Alone Plan ShelterPoint</b>	<b>New Business</b>	<b>Renewal Business</b>
Premium of \$0 to \$4,999	15%	15%
Premium of \$5,000 to \$9,999	10%	10%
Premium of \$10,000 to \$49,999	5%	5%
Premium of \$50,000 or more	2%	2%

For more information, please contact Judy Carlson at (508) 634-7368 or [jcarlson@massagent.com](mailto:jcarlson@massagent.com)



**AUTHORIZATION FOR  
AUTOMATIC (DIRECT) DEPOSIT**

I authorize the **NUMBER ONE INSURANCE AGENCY, INC.** to initiate credit entries and, if necessary, to initiate any debit entries to correct an erroneous credit entry to my account at the DEPOSITORY (identified below), for the purpose of automatically depositing funds to my account. I acknowledge that the origination of these transactions must comply with the provisions of U.S. law.

AGENCY'S NAME: \_\_\_\_\_

AGENCY'S ADDRESS: \_\_\_\_\_

AGENCY'S PHONE: \_\_\_\_\_

AGENCY'S CONTACT NAME: \_\_\_\_\_

AGENCY'S CONTACT EMAIL: \_\_\_\_\_  
[For Commission Statement & Deposit Confirmation emails]

New Authorization      Change to Previous      Termination

DEPOSITORY (Bank) NAME: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DEPOSITORY PHONE: \_\_\_\_\_

ROUTING NUMBER: \_\_\_\_\_ (Please attach voided check)

ACCOUNT NUMBER: \_\_\_\_\_      Checking      Savings      Other: \_\_\_\_\_

I understand that this authorization replaces any previous authorization and will remain in full force and effect until the NUMBER ONE INSURANCE AGENCY has received written notification from me of its termination in such time and in such manner as to afford the NUMBER ONE INSURANCE AGENCY a reasonable opportunity to act on it.

NAME (print or type): \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(date)