

# Hartford Flood Program

- WYO Federal Flood Insurance through Hartford Insurance Company of the Midwest and Hartford Fire Insurance Company
- 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 current E&O policy.

**Please return all completed forms to:**

Agency Services

Fax: 1-406-755-4403

Email: [agency.services@nfs.stoneriver.com](mailto:agency.services@nfs.stoneriver.com)

**Please complete the following:**

1. How did you hear about Hartford Flood (i.e., trade show, conference, referral, etc.)?

2. Are you currently appointed as a Hartford Agent?

Yes

No

If YES, please provide producer agency number (8 digits):

If NO, please complete Section III of pg 2. – "Agency Personnel Information".

3. Are you part of an MGA?

Yes

No

If yes, please specify the name of the Master Agency:

4. Are you a member of a special agency group?

Yes

No

If yes, please identify the name of that group:

PIA    SIAA    MAIA – (Mass Agents Only)    Other:

5. 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 vs. Commercial?

%PL:

%CL:

C. How many new policies do you write within a year?

D. Is Flood included in your marketing plan?

Yes

No

E. Which carrier(s) do you write your flood business with?

6. Is flood viewed as a revenue generating product for the agency?

Yes

No

7. Do you write flood only when a customer requests coverage?

Yes

No

8. Do you wish to transfer flood business to Hartford Flood?

Yes

No

9. Please sign and complete the W-9 on pg 3. (You may access the complete W-9 form by clicking on the link located on the top of pg 3.)

# Hartford Flood Insurance Program Agent Enrollment Form



Please complete requested information below:

<b>Section I: General Information</b> Agency Name: Agency Code (If Applicable): Street Address: Mail Address (if different): Business Phone: Fax Number: Contact Name: E-Mail Address: IRS Tax ID:
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<b>Section II: Agency Information</b> Is the Agency licensed in this State?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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**\*Licensed Agents allowed access to Flood Program:** - Please attach a copy of the Agency License and the licenses of all agents listed. If in excess of 5, please provide any additional agents info in a typewritten sheet.

<u>Name of Agent</u>	<u>E-Mail Address</u>	<u>Telephone Number</u>
1.		
2.		
3.		
4.		
5.		

<b>Section III: Agency Personnel Information</b> (This Section to be completed by Non Hartford Producers Only.) Please attach a sheet if there are additional Agents.				
<u>Name of Agent:</u>	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Are you currently licensed in state? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<u>Name of Agent:</u>	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Are you currently licensed in state? Yes <input type="checkbox"/> No <input type="checkbox"/>
<u>Name of Agent:</u>	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Are you currently licensed in state? Yes <input type="checkbox"/> No <input type="checkbox"/>
<u>Name of Agent:</u>	<u>Resident address:</u>	<u>SS #:</u>	<u>DOB</u>	Are you currently licensed in state? Yes <input type="checkbox"/> No <input type="checkbox"/>

**\*PLEASE ATTACH A COPY OF YOUR AGENCY LICENSE AND THE LICENSE(S) OF EACH PRODUCER WHO WILL BE UTILIZING THE HARTFORD FLOOD ON-LINE SYSTEM.**

**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:  Individual/Sole Proprietor  Corporation  Partnership

Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶  Exempt payee

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:

- 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
- 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
- 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** ▶

<p><b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Purpose of Form</b> 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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>Certify the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify you are not subject to backup withholding, or</li> <li>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.</li> </ol> <p><b>Note:</b> 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.</p>	<p><b>Definition of a U.S. person.</b> For federal tax purposes you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> <li>An individual who is a U.S. citizen or U.S. resident alien,</li> <li>A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>An estate (other than a foreign estate), or</li> <li>A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul> <p><b>Special rules for partnerships.</b> 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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>The U.S. owner of a disregarded entity and not the entity,</li> </ul>
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# HARTFORD STANDARD FLOOD 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., 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 affecting 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 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.
- 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  
HARTFORD OF THE MIDWEST**

**AGENCY NAME:**

By: \_\_\_\_\_  
**Name:** Rachael Gonzalez  
**Title:** A.V.P. Hartford Fire Insurance  
**Date:**

By: \_\_\_\_\_  
**Name:**  
**Title:**  
**Date:**