



ALABAMA INSURANCE UNDERWRITING ASSOCIATION

315 E Laurel Av - Suite 216D • Foley, Alabama 36535

(251) 943-4029 or (251) 928-3533

Fax (251) 943-4030

producer@aiua.org

William Buckley
Secretary/Manager

New Agency/Producer Submission Process

Thank you for your interest in the Alabama Insurance Underwriting Association. The requirements shown below must be satisfied in order to become an AIUA-approved agency/producer. **AIUA will not conduct business with any agencies/producers located in the states of Florida or Mississippi.**

Agency must submit the following documents to AIUA:

1. Signed Insurance Producer's Access Agreement
2. Completed Agency/Producer Information Form
3. Form W-9 - Request for Taxpayer Identification Number and Certification
4. Copy of company's and ALL producer(s)' current license(s) with the State of Alabama Department of Insurance
5. Copy of current Errors & Omissions Insurance Declarations page - carrier must have a Best's Financial Strength Rating of 'A-' or better **and a per claim limit of \$2 million or better**

****\$100 application fee + \$50 fee per producer must be submitted with documentation***

New AIUA residential applications including those requiring a binder for mortgage closings must be submitted through the AIUA on-line 'E-Commerce' system. **All producers within the agency must complete and pass an agency authorization test.** Your completed New Agency/Producer Application Package (attached) must be received by AIUA prior to scheduling your authorization test. The application package with all required documents may be submitted via mail with payment in the form of check or money order. Failure to include all the required information could result in the delay or refusal of your application. Once your application is determined by AIUA to be complete, you will be contacted by an AIUA representative to schedule your test. All producers must pass the authorization test before a log-in and password will be assigned to the agency.

Commercial policies and any policy requiring 'excess coverage' will be submitted through a traditional 'paper-based' process.

Upon completion of all documentation requirements and testing, your New Agency/Producer Application for AIUA-authorized agency status is subject to review by AIUA management. The managerial review process may take 30 to 60 days. If approved, you will receive notification via email of an AIUA website log-in and password assigned to your agency.

AIUA will send an annual renewal packet to each authorized producer/agency prior to the renewal date. Renewal date will be determined by the original inception date of the producer access agreement (i.e. if your agency's producer access agreement became effective on June 7, 2008, your agency's renewal date will be June 7, 2014.) At each annual renewal, producers will be expected to provide all required documents, **including a renewal fee of \$50 per producer.**

Again, we thank you for your interest the Alabama Insurance Underwriting Association.



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Agency/Producer Information

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THIS FULLY COMPLETED FORM:

- Copy of **Company & All Licensed** Agency Producers P & C License(s) with the State of AL
- **Current Declarations Page for E&O Insurance** covering the **Company & Each Producer**
- **Signed Copy of AIUA’s Producer Access Agreement** for the **Company**
- W-9 Tax Form for the **Company / Main Producer & Each Producer**
- Proof of affiliation with at least **one admitted carrier** licensed to write property insurance in **Alabama**.
- **\$100 Application Fee + additional \$50 fee per producer**

AGENCY/PRODUCER CONTACT INFORMATION (PLEASE UPDATE/CORRECT IF NECESSARY):

Name of Agency: _____

Exclusive Affiliate Company (if applicable): _____

Owner/Principal: _____

Owner/Principal Email Address: _____

Company/Main Producer License _____ Expiration: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address for agency: _____

AFFILIATED CARRIER LICENSED TO WRITE PROPERTY INSURANCE IN ALABAMA:

Admitted Carrier Name _____

Affiliated since (year) _____

Contact Name _____ Contact Phone Number _____

| | |
|----------------------------|-----------------------------------|
| Payment Information | Make check payable to AIUA |
| Agency name: | Amount enclosed: |

Name(s) of ALL Licensed Producers within your Agency & AL License Number:

\$50 fee per producer (in addition to the \$100 application fee)

Name _____ License # _____ Exp _____

Email _____ Alt. Phone _____

Name _____ License # _____ Exp _____

Email _____ Alt. Phone _____

Name _____ License # _____ Exp _____

Email _____ Alt. Phone _____

Name _____ License # _____ Exp _____

Email _____ Alt. Phone _____

Name _____ License # _____ Exp _____

Email _____ Alt. Phone _____

Name _____ License # _____ Exp _____

Email _____ Alt. Phone _____

Name _____ License # _____ Exp _____

Email _____ Alt. Phone _____

Name(s) of CSRs within your agency:

(optional – by providing this information your CSRs are opting into receiving bulletins and other correspondence from AIUA)

Name _____

Email _____

Name _____

Email _____

**ALABAMA INSURANCE UNDERWRITING ASSOCIATION INSURANCE
PRODUCER'S ACCESS AGREEMENT**

This Agreement made and entered into this _____ day of _____ (month), _____ (year), by and between Alabama Insurance Underwriting Association ("AIUA") an Association created pursuant to Regulation 52 of the Insurance Regulations of the State of Alabama and Acts of Alabama Act No. 2008-392 (codified Ala. Code 27-1-24 (1975)), and _____ ("Producer").

WITNESS THAT:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. APPOINTMENT

1. AIUA hereby grants Producer authority to submit applications for insurance on certain properties that meet the insurability standards and limits prescribed by the AIUA Plan of Operation, AIUA Rules and Procedures for Submitting Applications, and the AIUA Dwelling Policy Program Manual and receive policies with respect hereto.
2. Where the AIUA E-Commerce system is applicable, and as determined by the AIUA, AIUA shall assign to Producer a user-name and password offering it access to the AIUA E-Commerce web site -including a location database and other files necessary for determining if a property is insurable. Producer agrees that the password shall be kept confidential in accordance with the provisions of Paragraph F of this Agreement.
3. Where the AIUA E-Commerce system is applicable, and as determined by the AIUA, Producer shall submit applications for insurance utilizing the E-Commerce web site program, and shall, upon compliance with the provisions thereof, receive an AIUA "E-Commerce Binder" evidencing the binding of the risk.
4. Where E-Commerce is not available, Producer shall submit applications for insurance utilizing forms and methods as prescribed by the AIUA Plan of Operation, AIUA Rules and Procedures for Submitting Applications, AIUA Dwelling Policy Program Manual, and other written directives as may be furnished to Producer by AIUA from time to time.
5. Nothing in this Agreement shall create, nor shall it be deemed to constitute, a contract of employment, a relationship of master / servant or principal / agent, a partnership, or a joint venture between Producer and the AIUA.

B. COMPLIANCE WITH UNDERWRITING GUIDELINES

1. Producer shall comply with the underwriting guidelines (including eligibility criteria and limits of liability) set forth in the AIUA Plan of Operation, AIUA Rules

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and Procedures for Submitting Applications, and the AIUA Dwelling Policy Program Manual, receipt of which is hereby acknowledged by Producer, and other written directives as may be furnished to Producer by AIUA from time to time including, without limitation, the AIUA E-Commerce criteria. The underwriting guidelines may be revised by AIUA at any time upon providing prior notice to the Producer.

2. For purposes of this Agreement and all transactions conducted hereunder, Producer is, and at all times shall be deemed to be, the broker, agent, and authorized representative of the applicant, NOT the agent, representative, or employee of AIUA.

6. Producer shall have no authority to bind AIUA on any risk. Policies shall be issued by the AIUA pursuant to the AIUA Rules and Procedures for Submitting Applications and the AIUA Plan of Operation, and where the AIUA E-Commerce program is available, binders shall be issued by AIUA pursuant to its E-Commerce system.

C. WARRANTIES, REPRESENTATIONS AND COVENANTS

Producer warrants, represents, and covenants:

7. that Producer has and will maintain during the term of this Agreement all licenses necessary to conduct the business described in this Agreement, and will provide proof of such licensure to AIUA upon request. In the event that any such license expires or terminates, for any reason, the Producer shall immediately notify AIUA and this Agreement shall be immediately terminated.

8. that Producer shall successfully complete AIUA E-Commerce training within 90 days of this appointment.

9. that Producer is and will remain during the term of this Agreement a representative, in good standing, of one or more admitted carriers licensed to write property insurance in the State of Alabama, and Producer shall provide proof of such status to AIUA on request.

10. that Producer shall operate at all times in compliance with this Agreement, with all applicable Rules and Procedures of the AIUA, and with all applicable laws and regulations. The Producer agrees that it is its responsibility to know and comply with the laws and regulations applicable to this Agreement and the business contemplated hereunder.

11. that Producer will not represent, in advertising or otherwise, that it has binding authority on behalf of AIUA.

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D. PREMIUM PAYMENTS, RULES AND PROCEDURES

12. Premium payments and the rules and procedures to be followed in using AIUA facilities are governed by the provisions with respect thereto set forth in the AIUA Plan of Operation and the AIUA Rules and Procedures for Submitting Applications.
13. AIUA may revise the premium payments and/or rules and procedures at any time providing prior notice to the Producer.

E. INDEMNIFICATION

Producer agrees to indemnify and hold AIUA harmless from any claims, demands, suits, fines, penalties, or damages of any kind or nature (collectively "claims") which arise from or relate to Producer's acts or omissions in conducting the business described in this Agreement. AIUA agrees to indemnify and hold Producer harmless from any claims to the extent that those claims are attributable solely to the acts or omissions of AIUA in the performance of its business. For purposes of this Indemnity provision, the acts or omissions of a "Producer" and of "AIUA" includes each of the parties' employees, agents, servants, and contractors. Notice and demand for indemnification shall be provided in the manner required under Paragraph H., herein. Indemnitee shall not settle or compromise in any manner any claim for which indemnity is sought without the advance consultation and consent of indemnitor, and indemnitor shall not be required to provide indemnification for any claim settled or compromised, in whole or in part, without indemnitor's approval.

F. CONFIDENTIALITY

Producer agrees never to disclose to or use with any other party, any technical, commercial, operations, legal or other information of a confidential nature obtained from AIUA through or in relation to this Agreement, except for such information, if any, which has been a matter of public record.

G. ERRORS AND OMISSIONS

Producer shall maintain in force at all times during the term of this Agreement an errors and omissions insurance policy issued through an insurer possessing a rating of "A" or higher by recognized rating organizations, and with minimum limits of \$2 million per occurrence, in a form acceptable to AIUA. Producer will provide proof of the insurance required by this paragraph to AIUA on request.

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H. NOTICES

All notices, requests and other communication hereunder must be in writing sent by mail (using any method that provides proof of delivery) fax with conformation of successful transmission, overnight nationally recognized courier (by overnight delivery service), e-mail to hand-delivered to the address below:

(A) If to AIUA:
Alabama Insurance Underwriting Association Attn: Manager
315 East Laurel Avenue, Suite 216D Foley, AL 36535

(B) If to Producer:

Addresses may be changed by notice to all parties, in writing, signed by the addressee.

I. GOVERNING LAW

This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Alabama.

J. NON-ASSIGNABILITY

Except as required by law, the rights and obligations set forth in this Agreement may not be assigned, in whole or in part, without prior written approval of the parties.

K. FEES

Producer shall pay an application fee of \$100 for a NEW Producer Agreement, plus an additional fee of \$50 per authorized producer named in the Producer Agreement. An application fee of \$50 per authorized producer shall be paid for a RENEWAL Producer Agreement. Applicable Fees are due and payable upon submission of the Producer Application Package to the AIUA and at each subsequent anniversary until such time that the Agreement is terminated by either party.

L. PRODUCER COMPENSATION

Producer shall receive compensation for applications accepted on policies issued by the AIUA as provided in Section X of the AIUA Plan of Operation and Section II of the Rules and Procedures for Submitting Applications, as in effect on the date the compensation becomes payable.

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M. TERMINATION OF AGREEMENT

14. Either party hereto will have the right at any time to terminate this Agreement by written notice sent in accordance with Paragraph H hereof specifying the effective date of termination, which shall not be less than 15 days thereafter.
15. This Agreement may be terminated immediately at AIUA's option in the event (i) that the Producer has not acted in compliance with the underwriting guidelines and/or rules and procedures of AIUA; or (ii) that the Producer has violated any of the warranties, representations and covenants set forth in Paragraph C of this Agreement, or (iii) that the Producer has failed to comply with the provisions of Paragraph G of this Agreement.
16. Any termination of this Agreement shall not affect the rights and obligations of the parties hereto as to transactions, acts or things done by either party prior to the effective date of termination.

N. OWNERSHIP OF EXPIRATIONS

During the term of this Agreement, AIUA shall have the right and authority to use policyholder information for any purpose recognized and permitted under the Privacy Policy of the Alabama Insurance Underwriting Association. Upon termination of this Agreement, Producer's records pertaining to the business transacted hereunder and Producer's use and control of expirations referable to policies solicited by Producer shall be deemed the property of Producer, unless (a) Producer fails to promptly account for and pay over any amounts due to be paid to AIUA, or (b) Producer has violated the terms of this Agreement, in which event all such records, information, and expirations shall become the property of AIUA, for use and disposition in AIUA's sole discretion. After termination of this Agreement, and regardless of how ownership of expirations is vested, AIUA shall have the right and authority to maintain its own separate records pertaining to the business transacted hereunder for statistical purposes, for purposes of managing any claim exposure relating to said business, or for any other purpose required by applicable law or regulation.

O. APPEALS

Any dispute or controversy arising under or relating to this Agreement shall be subject to and resolved under the Appeals provisions of the AIUA Plan of Operation.

P. AMENDMENT

This Producer Access Agreement may be amended in the sole discretion of AIUA by providing such amendment to Producer in a writing, duly executed by the Secretary and Manager of AIUA, 30 days prior to its effective date, in the manner required by Paragraph H., above.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative effective as of the date first shown above.

AIUA Representative

Witness: _____

By: _____

Name: _____

Title: _____

Date: _____

Producer

Witness: _____

Agency: _____

Owner/Principal: _____

Signature: _____

Title: _____

Date: _____