



PERMANENT GENERAL COMPANIES  
Agency Application Checklist and Fax Cover Page

Agency Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Agency Contact: \_\_\_\_\_

### Application Checklist

Instructions: Please complete the required forms according to the application checklist below.

#### Agency Application

For multiple locations, please complete an Additional Location form for **each** location and list them below

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#### Agency Agreement

Copy Of Current Dec Page For Errors And Omissions Coverage

Copy Of Current Licenses For **Each** Producer

Appropriate Documentation for YES Answers When Required

#### Agency Authorization For Electronic Funds Transfer Form

For multiple locations with different accounts, complete a form for **each** location.

Voided check for **Each** Agency EFT Form

Completed and Signed W9

#### Important Note:

Applications will NOT be processed if any of the forms are missing or incomplete.

Using this checklist as a cover page, fax all information to either of the of the numbers below

FAX COMPLETED FORMS TO

866-946-5399

OR EMAIL TO

[licensing@thegeneral.com](mailto:licensing@thegeneral.com)



# AGENCY APPLICATION

Business Entity Name: \_\_\_\_\_

Trade name: \_\_\_\_\_

Status:      Corporation      LLC      Sole Proprietorship      Partnership      Individual

Date Agency Established: \_\_\_\_\_ FEIN: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Physical Address (No P.O. Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Non Standard contact: \_\_\_\_\_ Email: \_\_\_\_\_

Agency Email Address: \_\_\_\_\_

Agency Website Address: \_\_\_\_\_

List Additional Office Locations: (List Additional On A Separate Sheet)

Agency Name	Address	City	State	Zip	Phone / Fax

Agency Name	Address	City	State	Zip	Phone / Fax

**VOLUME INFORMATION:** (Attach Loss Ratio Info, If Available)

Total Agency Written Premium: \$ \_\_\_\_\_ Total NB Auto Apps-Mo: \_\_\_\_\_

Total Non-Standard Auto: \$ \_\_\_\_\_ Total NB Non-Std Apps-Mo: \_\_\_\_\_

App. Commitment (per mo): # \_\_\_\_\_ Projected Written Premium w/ PGC: \_\_\_\_\_

<u>Company (Top Five NSA Markets)</u>	<u>Year Appointed</u>	<u>Monthly Apps.</u>	<u>Total Written Premium</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Top Two Standard Auto Markets:

1. _____	_____	_____	_____
2. _____	_____	_____	_____

**E&O INFORMATION:** (Please Attach Copy Of Current Dec Page)

Company: \_\_\_\_\_ Limits: \_\_\_\_\_ Expires: \_\_\_\_\_

**GENERAL INFORMATION:**

Comparative Rater Used? Yes No If Yes Name: \_\_\_\_\_

Agency Management System: \_\_\_\_\_ IVANS Download? Yes No

Will your agency sell Motor Club policies? Yes No Are you licensed with NSD? Yes No

**OWNER/OFFICER INFORMATION:** (List Additional On A Separate Sheet)

**Owner/Officer Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

SSN: \_\_\_\_\_ DOB: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

P&C License Number (if applicable): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

- |  |     |    |
|--|-----|----|
| 1. Has the business entity or any owner, partner, officer, director or employee ever been convicted of, or is the business entity or any owner, partner, officer, director or employee currently charged with, committing a crime, whether or not adjudication was withheld? | Yes | No |
|--|-----|----|

“Crime” includes a misdemeanor, felony or a military offense. You may exclude misdemeanor traffic citations and juvenile offenses. “Convicted” includes, but is not limited to, having been found guilty by verdict of a judge or jury, having entered a plea of guilty or no contest, or having been given probation, a suspended sentence or a fine.

- |  |     |    |
|--|-----|----|
| 2. Has the business entity or any owner, partner, officer, director or employee ever been involved in an administrative proceeding regarding any professional or occupational license? | Yes | No |
|--|-----|----|

“Involved” means having a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, a cease and desist order, a prohibition order, a compliance order, placed on probation or surrendering a license to resolve an administrative action. “Involved” also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license. “Involved” also means having a license application denied or withdrawing an application to avoid a denial. You may EXCLUDE license terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.

- |   |     |    |
|---|-----|----|
| 3. Has any demand been made or judgment rendered against the business entity or any owner, partner, officer, director or employee for overdue monies by an insurer, insured or producer, or ever been subject to a bankruptcy proceeding? | Yes | No |
|---|-----|----|

- |   |     |    |
|---|-----|----|
| 4. Has the business entity or any owner, partner, officer or director ever been notified by any jurisdiction of any delinquent tax obligation that is not the subject of a repayment agreement? | Yes | No |
|---|-----|----|

If you answer yes, identify the jurisdiction(s): \_\_\_\_\_

- |  |     |    |
|--|-----|----|
| 5. Is the business entity or any owner, partner, officer, director or employee a party to, or has it or any of them ever been found liable in any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation, or breach of fiduciary duty? | Yes | No |
|--|-----|----|

- |   |     |    |
|---|-----|----|
| 6. Has the business entity or any owner, partner, officer, director or employee ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct? | Yes | No |
|---|-----|----|

If you answered yes to any of the above questions please explain \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WARRANTY AND SIGNATURE:**

**NOTICE TO AGENCY OF INVESTIGATION UNDER THE FAIR CREDIT REPORTING ACT**

The Agency authorizes all workers' compensation boards, industrial accident boards, corporations, companies, credit agencies, educational institutions, persons, law enforcement agencies, former or current employers and military services to release all written and verbal information to any reporting agency selected by Permanent General. The Agency and the Principal/Owner noted below releases them from any liability and responsibility for doing so. The Agency also authorizes Permanent General to procure a consumer/credit report for the purpose of reviewing and determining the Agency's worthiness in being appointed and/or licensed as a Permanent General agency. The Agency understands that it may contain information about the Agency's background and reputation. This authorization, in original or copy form, shall be valid for this and any future reports or updates that may be requested.

The Agency hereby verifies the foregoing answers and statements and declares that they were made under the penalties of perjury. The Agency authorizes Permanent General to release, for the purpose of processing the agency's application for license/appointment, any information obtained to any Permanent General Companies affiliate or to the principal of the Agency recommending the Agency's appointment to Permanent General. The Agency understands and agrees that any misrepresentation of fact, whenever discovered, will be the basis for termination for cause of any such appointment. The Agency agrees to immediately notify your office of any material changes in the above information.

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(Agency Principal/Owner Signature) Date

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(Agency Principal/Owner Signature) Date

APPROVED:

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Agency Sales Representative



**Individual Agent Information Form – Copies of Current Licenses Must Be Attached**

Each producer, officer, principal, or member involved in the solicitation, negotiation, or sale of business on behalf of Permanent General Companies must fill out an Individual Agent Information Form

Full Legal Name of Agent To Be Appointed: \_\_\_\_\_

Maiden or Former Name(s), If Applicable: \_\_\_\_\_

Male      Female      Place Of Birth: \_\_\_\_\_ Date Of Birth: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Employer: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Agent Position: \_\_\_\_\_ DOI License Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ License Expiration Date: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Business Number: \_\_\_\_\_

List your place(s) of residence for past five years (leave no gaps), if necessary attach additional sheet:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (If different): \_\_\_\_\_

**Background Information**

1. Have you filed for, or been discharged from, any bankruptcy, insolvency, or assignment for the benefit of creditors with a filing or discharge date, whichever is later, within the last five years? Yes      No
2. Do you have delinquent unpaid debts including, but not limited to, loans, tax liens, outstanding civil judgments, child support payments or alimony payments, exceeding, in total \$10,000? Yes      No
3. Have you been convicted, plead guilty, or plead no contest to any misdemeanor involving dishonesty or breach of trust, within the last five years? Yes      No
4. Have you ever been convicted, plead guilty, or plead no contest to any felony? Yes      No
5. Has your insurance license ever been revoked by, or surrendered to, any state or have you ever been fined, penalized, sanctioned, or subject to any other disciplinary action by a state or federal regulatory agency or self-regulatory organization as a result of your activities in the business of insurance, securities, banking, investment banking, or real estate? Yes      No
6. Are you now the subject of any complaint, investigation, or proceeding that could result in a YES answer to any of the previous questions? Yes      No

\* If you have answered YES to any question, provide complete details and appropriate documents such as official court records.

**PLEASE REMEMBER TO INCLUDE A COPY OF YOUR AGENT LICENSE**  
**Employment and/or Insurance Experience**

List your insurance and/or employment history for the past five years. If during the past five years you were self-employed in an industry other than insurance, provide company name, address, and daytime phone number and contact person for **four** long-term customers and/or vendors and your commercial landlord.

Company Name: \_\_\_\_\_ From: (mo/yr) \_\_\_\_\_ To: (mo/yr) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Job Title: \_\_\_\_\_ Supervisor/Manager: \_\_\_\_\_

May we contact your employer?                      Yes                      No

Company Name: \_\_\_\_\_ From: (mo/yr) \_\_\_\_\_ To: (mo/yr) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Job Title: \_\_\_\_\_ Supervisor/Manager: \_\_\_\_\_

May we contact your employer?                      Yes                      No

If necessary, list any additional employment history on a separate sheet.

**Notice to Agent of Investigation Report Under Fair Credit Reporting Act**

I authorize all corporations, companies, educational institutions, persons, law enforcement agencies, and former or current employers to release all written and verbal information about me to any reporting agency selected Permanent General. I release them from any liability and responsibility for doing so. I also authorize Permanent General to procure a consumer/credit/criminal background report ("Consumer Report") For the purpose of reviewing and determining my worthiness in being appointed, licensed or contracted ("appointment") as a Permanent General agent. I have been given a stand-alone consumer notification that a Consumer Report will be requested and used for the purpose of evaluating me for appointment. This authorization, in original or copy form, shall be valid for this and any future reports or updates that may be requested, the extent allowed by law.

I hereby verify the foregoing answers and statements, I authorize Permanent General to release, for the purpose of processing my application for appointment, any information obtained to any Permanent General Companies affiliate or to the principal of the agency recommending my appointment with Permanent General Companies. I understand and agree that any misrepresentation of fact, whenever discovered, will be the basis for the termination for cause of any such appointment. I hereby certify that I have never been convicted of a state or federal felony crime that would prohibit me from participating in the business of insurance.

I agree to immediately notify Permanent General of any material changes in the above information.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

**FAX # 866-946-5399**



## Agency Trust/Sweep Account EFT Authorization Agreement

New Trust/Sweep Account Implementation

Change Trust/Sweep Account

Fax to: 866-946-5399 or

Email to: [licensing@thegeneral.com](mailto:licensing@thegeneral.com)

Agent # \_\_\_\_\_

Email: \_\_\_\_\_

Phone # \_\_\_\_\_

Fax #: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank City / State: \_\_\_\_\_

Bank Routing #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

I, the above named Agent authorize Permanent General Companies, Inc. or its affiliates, to originate electronic deposits into and withdrawals from the above bank account. I further authorize the above bank to accept and honor such instructions. Permanent General Companies, Inc. or its affiliates hereby agree to indemnify the bank named above against any liability that may arise against it on account of this authorization. This agreement may terminate at any time by written agreement of the parties and will automatically terminate twelve months after the termination of the Agency Agreement between Agent And Permanent General Companies, Inc.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*COPY OF CHECK REQUIRED\*\*\*

Your Insurance Company	0000
Anywhere you wish	
Money Making City USA	Date _____
Pay to	
The order of _____	_____
<b>PLACE VOIDED CHECK HERE</b>	
	DOLLARS
Your Bank	
Address	
Any City USA	
: 123456789 :	: 1234567 :
	0000



**Agency Commission Direct Deposit Account**  
**EFT Authorization Agreement**

New Commission Account Implementation

Fax to: 866-946-5399 or

Change Commission Account

Email to: [licensing@thegeneral.com](mailto:licensing@thegeneral.com)

Agent # \_\_\_\_\_

Email: \_\_\_\_\_

Phone # \_\_\_\_\_

Fax #: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank City / State: \_\_\_\_\_

Bank Routing #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

I, the above named Agent authorize Permanent General Companies, Inc. or its affiliates, to originate electronic deposits into and withdrawals from the above bank account. I further authorize the above bank to accept and honor such instructions. Permanent General Companies, Inc. or its affiliates hereby agree to indemnify the bank named above against any liability that may arise against it on account of this authorization. This agreement may terminate at any time by written agreement of the parties and will automatically terminate twelve months after the termination of the Agency Agreement between Agent And Permanent General Companies, Inc.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*COPY OF CHECK REQUIRED\*\*\***

Your Insurance Company	0000
Anywhere you wish	
Money Making City USA	Date _____
Pay to	
The order of _____	PLACE VOIDED CHECK HERE \$ [ ]
	DOLLARS
Your Bank	
Address	
Any City USA	
: 123456789 :	: 1234567 :
	0000



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

## 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at [www.SSA.gov](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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.

**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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> 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*, earlier.

\***Note:** The grantor also must provide a Form W-9 to trustee of trust.

**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.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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## UNDER THE FAIR CREDIT REPORTING ACT

This is to inform you that a consumer report or an investigative consumer report may be obtained from a Consumer Reporting Agency for the purposes of reviewing and determining your worthiness in being approved and/or licensed as a Permanent General Agent.

This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living from public record sources or through personal interviews with your neighbors, friends or associates. You will receive a copy of whatever credit report we obtain before we take any adverse action against you. You may also have a right to request additional disclosures regarding the nature and scope of the investigation.

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## PAYMENT CARD INDUSTRY STANDARDS (PCI)

The Agency will abide by Permanent General's policies regarding the protection of the Cardholder Data:

- Shred, incinerate, or pulp hardcopy materials that contain cardholder data so that it cannot be reconstructed.
- For any cardholder data on electronic media, the data should be rendered unrecoverable so that it cannot be reconstructed.

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THIS CONSUMER NOTIFICATION IS TO BE RETAINED BY THE APPLICANT



## AGENCY AGREEMENT

This Agency Agreement (hereinafter, this "Agreement") is made and entered into as of the Effective Date by and between \_\_\_\_\_ (hereinafter, "Agent") and one or more of the following companies, but at all times only with respect to those state(s) or territories, if any, in which, (i) such company currently holds a certificate of authority to do business, (ii) such company currently appoints independent agents, and (iii) Agent is currently licensed and appointed by such company:

Permanent General Assurance Corporation  
Permanent General Assurance Corporation of Ohio  
The General Automobile Insurance Company, Inc.

(each hereinafter referred to as a "Company" or collectively as "the Companies"). Each Company shall be a party to this Agreement only during such time or times when all of the conditions specified in (i), (ii), and (iii) above apply to such Company. If, during the term of this Agreement, all of the conditions specified in (i), (ii), and (iii) above cease to apply to a Company, such Company shall retain the rights and benefits provided to it under this Agreement with respect to the time or times during which all such conditions applied to it.

In consideration of the mutual promises and covenants contained in this Agreement, and in consideration of such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

- I. **AUTHORITY OF AGENT.** The Agent (whether an individual or a properly formed, qualified, and authorized business entity) is an independent contractor of, and not an employee of, each Company. Subject to the requirements imposed by law, the terms and conditions of this Agreement, and each Company's underwriting rules and regulations, Agent, if duly licensed and appointed by a Company in a state or territory, is authorized to act as an independent insurance agent of such Company in that state or territory to:
  - A. Solicit and receive applications, provide quotes based upon such Company's rates, bind coverage, and collect, receive, and receipt premiums for insurance products.
  - B. Provide all usual and customary services of an insurance agent on all insurance contracts placed by the Agent with such Company.
  - C. Agent shall have no authority to:
    1. Bind any Company (a) based on information Agent knows or has reason to know is false, (b) with an effective date prior to the date Agent receives the request and required down payment for such coverage, (c) on any class of risk or type of business not permitted under such Company's underwriting rules and regulations, or (d) for a period in excess of three (3) business days from the time the application is taken.
    2. Make, vary, add to, or in any way alter the provisions of any Company policy, or waive any of any Company's rights thereunder without such Company's prior written consent.
    3. Delegate or assign any of Agent's authority under this Agreement to any third party without the prior express written consent of the Companies.
    4. Solicit or receive applications for, provide quotes for, bind coverage, or provide any other services in connection with any Company's insurance products in any state or territory in which Agent is not properly licensed and appointed by such Company.
    5. Use any Company's name, trademarks, logos, slogans, copyrighted material, or other property in any printed, electronic, audio, or other medium without such Company's prior written consent.
  - D. By written notice specifying the effective date, a Company or the Companies may expand, restrict, or modify all or any part of Agent's authority under this Agreement. Agent shall have no authority to represent or act on behalf of any Company except as expressly provided in this Agreement.
- II. **DUTIES OF AGENT.** The Agent agrees to:
  - A. Comply with all applicable laws, to include being properly licensed in any state, territory, county, or municipality in which Agent represents a Company.
  - B. Comply with each Company's underwriting rules, regulations and rate manuals. Agent understands and agrees that any Company may change its underwriting rules and regulations at any time and further agrees to comply with any such change as of the effective date thereof.
  - C. Keep true and accurate records and accounts of all business transacted on behalf of each Company Agent also agrees to physically maintain such records for at least the minimum time required by any applicable laws and regulations (including without limitation, tax, labor and employment, corporation, and insurance laws) and, if no longer legal requirement exists, for a period of 7 years (unless another period of time is specified by written notice by a Company). Agent further agrees to forward all applications, renewals, endorsements, and payments to each Company to which they apply, or such Company's designee, in the manner specified by that Company, including but not limited to electronic transmission.



- D. Maintain in force an agent's policy of errors and omissions insurance with an aggregate limit of liability of not less than \$500,000 insuring Agent and Agent's employees. Agent shall maintain such insurance at its sole cost and expense and shall furnish evidence of such insurance to the Companies at the inception of this Agreement, and annually thereafter until such time as all obligations under this Agreement have been satisfied. The Companies may, at their option, require a complete copy of the policy. In the event of a lapse of insurance, policy cancellation, increase in deductible, change in carrier or claim asserted, Agent shall provide immediate written notice to the Companies.
- E. Pay Agent's operating expenses including, but not limited to, license fees and taxes.
- F. Instruct policyholders to immediately report all claims or losses directly to the appropriate Company, and to refer all inquiries or information received by Agent regarding a claim or loss to the appropriate Company.
- G. Grant each Company for which Agent has, at any time during the term of this Agreement, performed duties under this Agreement access to Agent's facilities for the purpose of inspecting records and accounts and provide reasonable assistance to any such Company during such inspections.
- H. Provide each Company for which Agent has, at any time during the term of this Agreement, performed duties under this Agreement, or such Company's designee, any and all information in Agent's possession or control pertaining to the subject matter of this Agreement, including but not limited to all or part of any file maintained by Agent with regard to any insurance policy issued by any such Company that was placed by Agent.
- I. At the request of any Company, fully cooperate with such Company in resolving any insurance department complaint or other regulatory action concerning any insurance policy issued by the Company that was placed by Agent.
- J. Comply with the Companies' policies regarding the protection of credit cardholder data.

Agent shall not accept any brokered business from any other agent, broker, brokerage, producer, subproducer, or other third party. Agent shall not delegate or assign any of Agent's duties under this Agreement to any third party without the prior express written consent of the Companies.

### III. ACCOUNT RELATIONSHIP BETWEEN AGENT AND A COMPANY

- A. Agent is responsible for collecting any premium payments required under each Company's underwriting rules and regulations. Any premium payment so received must be remitted as soon as is practicable to such Company, and no commission may be withheld by Agent.
- B. All funds received by Agent as premium payments for insurance written under this Agreement are received in trust for the sole and exclusive benefit of the Company to which they belong. Agent shall immediately forward or transmit all premiums to such Company, or its designee, in the manner specified by that Company including, but not limited to, electronic transmission.
- C. Each Company shall be responsible for billing and collecting installment and renewal premiums.
- D. If this Agreement is terminated for any reason, each Company will continue to bill, process, and renew business issued pursuant to this Agreement following such termination.

### IV. COMMISSIONS.

- A. Each Company will pay as full compensation for all services rendered under this Agreement commissions as specified in the schedule of commissions, attached to and made part of this Agreement as Schedule A. The Companies are listed with their commission schedules in Schedule A, and each Company reserves the right to discontinue any product line listed in Schedule A without notice. Agent has no authority to, and shall not, obligate any Company to pay commissions or other compensation to any third party. Agent is solely responsible for compensating Agent's employees.
- B. By written notice specifying the effective date, any Company may change its schedule of commissions.
- C. Commissions on policies written by Agent for a Company shall be paid by such Company within twenty (20) days after the end of the month in which such policies were received and recorded by that Company. Agent shall not be entitled to a commission on a policy unless the completed application and initial premium payment due for the policy has been received by the Company. In the event that such business is cancelled during the policy term, regardless of reason, the Company will advise Agent of the amount of the unearned commission. Agent shall remit the unearned commission to such Company within twenty (20) days of the receipt of such notice.
- D. Each Company shall have the right to offset any sums due it from Agent from any sums due Agent from that Company. This right shall survive the termination of this Agreement.

### V. TERMINATION OR SUSPENSION.

- A. Termination for Cause. This Agreement shall terminate for cause immediately upon the occurrence of any of the following events:
  - 1. Any public authority revokes, cancels or declines to renew the Agent's license or certificate of authority.
  - 2. The sale or transfer of Agent's business, or the sale or transfer of over 50% of Agent's assets, or Agent's merger or consolidation with another firm, unless this Agreement is assigned as provided in subparagraph a. below.
    - a. Agent agrees to give advance written notice to the Companies of any sale or transfer of the Agent's business, or any part thereof, or of its consolidation with a successor firm. The Companies may, at their option, (i) assign this Agreement to the successor, (ii) enter into a new Agreement with the successor, or (iii) terminate this Agreement.

- b. If Agent directly or indirectly sells all or any portion of its Company-related expirations, data or files to any person or entity which any affected Company in its sole discretion deems to be a competitor of that Company, such Company may, at its option, directly solicit any or all of its past or present policyholders, for any and all purposes, free of any claim of the Agent or the Agent's successor or assignee.
3. Agent ceases doing business as an insurance producer.
4. Agent becomes insolvent or a petition in bankruptcy is filed by or on behalf of Agent.
5. Agent engages in fraudulent conduct.
6. Agent is delinquent or in default as described in paragraph V.C. below and such delinquency or default continues for more than thirty (30) days after written notice thereof.

In the event that this Agreement terminates for cause pursuant to this paragraph V.A., Agent forfeits any and all current or future rights to commission, income, policy renewals, policy expirations, customer information, or other data or information generated or maintained by the Agent in connection with the sale of insurance under this Agreement. Agent further agrees that any Company for which Agent has, at any time during the term of this Agreement, performed duties under this Agreement, may take immediate possession of all of the above property or information, which property, records and information may be retained or transferred by that Company at its option.

In the event this Agreement is terminated for cause due to the Agent's default or delinquency under this Agreement, each affected Company shall apply the proceeds from the sale or service of renewals or expirations first to any expenses incurred by it in connection with such sale or service, and then to any indebtedness owed by Agent to such Company. If the proceeds are insufficient to discharge in full the Agent's indebtedness to such Company, Agent shall remain liable for the balance of such indebtedness and Agent shall be liable for additional damages which include, but are not limited to, attorneys' fees and prejudgment interest at the maximum legal rate per annum from the date of default. Any sums obtained by such Company in excess of Agent's indebtedness to it shall be returned to the Agent provided that such sums are obtained by the Company within twelve (12) months after the termination of this Agreement.

- B. Termination without Cause. The Companies or Agent may terminate this Agreement without cause by giving the other at least 30 days prior written notice of termination. This Agreement shall also automatically terminate without cause in the event that Agent ceases to maintain a license in at least one of the states or territories to which this Agreement applies. In the event that this Agreement is terminated without cause pursuant to this paragraph V.B.:
  1. Each Company shall service, or arrange for the servicing of any of its unexpired insurance policies placed by Agent.
  2. Each Company shall, at the Agent's request, provide the Agent with a complete list of existing policies placed by the Agent with that Company, including expiration dates.
  3. Agent's authority to write or bind any new or renewal policies on behalf of the Companies shall cease immediately upon receipt of the notice of termination. Agent shall continue to have authority to service and bind endorsements on existing policies.
  4. Agent retains any and all current or future rights to commissions, policy expirations, and customer information or other data generated and maintained by Agent in connection with the sale of insurance under this Agreement provided that Agent, at the time of such termination, is not in default of any of Agent's duties or obligations hereunder.
- C. Suspension of Authority. If Agent is delinquent in the payment of amounts due a Company or is otherwise in default of any term or condition of this Agreement, such Company may, by notice to Agent, immediately suspend the Agent's authority to (a) write or bind any new or renewal policies, or (b) change any existing policy.
  1. This paragraph V.C. shall not apply to routine differences in the accounting records of the Agent and the Company which are minor in amount and do not involve premiums collected and willfully withheld by the Agent.
  2. Agent's authority will be restored to full force and effect upon payment of the delinquent amount to the affected Company, or by full and satisfactory cure of the default.
  3. In the event the delinquency or default continues for more than thirty (30) days after written notice, this Agreement shall terminate for cause as provided in paragraph V.A.(6) above.
- D. Upon termination of this Agreement, Agent must immediately return all property belonging to the Companies in Agent's possession. This includes, but is not limited to, all rating or underwriting manuals, forms, and applications. Electronic copies of any materials and information belonging to the Company must be destroyed by Agent immediately upon termination of this Agreement.

## VI. INDEMNIFICATION.

- A. Each Company shall indemnify and hold harmless Agent against any claims or liabilities and any legal or other expenses reasonably incurred by the Agent in connection with investigating or defending any such claims or liabilities the Agent may become obligated to pay to or in behalf of any policyholder based on actual or alleged error of that Company in its processing or handling of business placed by Agent with that Company, except to the extent Agent has caused, contributed to, or compounded such error.
- B. Agent shall promptly notify the appropriate Company upon receipt of notice of a claim or the commencement of any action relating to such claim. Such Company shall be entitled to participate in such action, or to assume the defense of such action with counsel satisfactory to the Company. If the Company assumes the defense of any such action, it shall not be liable to the Agent

for any legal or other expenses subsequently incurred by the Agent in connection with such action.

- C. Agent shall indemnify and hold each Company harmless from any claims or liabilities which that Company may become obligated to pay to or on behalf of any policyholder by virtue of any negligent or fraudulent act or omission of Agent or any person acting on Agent's behalf, reimbursing the Company for any and all loss or expense, including legal fees, reasonably incurred by such Company in connection with payment, investigation, or defense of any such claim or liability, from the date the Company makes demand for indemnity.
- D. This paragraph VI. shall survive the termination of this Agreement.

VII. GENERAL PROVISIONS.

- A. This Agreement will be governed by and interpreted in accordance with the laws of the state or territory in which Agent has its principal place of business. Any provision of this Agreement that is contrary to any law of such state or territory is amended to conform to such law. The unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provision.
- B. This Agreement, and all its Exhibits and Schedules, and including the attached Notice Under the Fair Credit Reporting Act and the notice regarding Payment Card Industry Standards, contains the entire contract between the parties and supersedes all previous Agreements, whether written or oral, between the Companies and the Agent.
- C. If Agent is a business entity, rather than an individual, the principal owners of Agent may be required to sign an Addendum to Agency Agreement Personal Guaranty. When signed, that Addendum becomes a part of this Agreement.
- D. Except as specifically provided in it, this Agreement may not be modified or amended, in whole or in part, except by a written amendment signed by all of the parties.
- E. As used in this paragraph VII.E., the term "Confidential Information" shall mean: (a) information regarding the Companies' business including, but not limited to, their financial condition, information systems, plans and strategies, products or services, rating or underwriting methods or strategies, customers, agents, personnel, marketing plans, and business methods and techniques including, but not limited to, Companies' trade secrets; (b) any and all designs, ideas, concepts and technology embodied therein, and (c) information that is marked "confidential", "proprietary" or in like words, or that is summarized in writing as being confidential prior to, or promptly after, disclosure to Agent. Upon receipt of Confidential Information, Agent will hold such information in confidence and will safeguard it in at least the same manner as a prudent business person would safeguard his or her own confidential information of a similar nature. Agent will not, and will not permit any of its officers, directors, employees, contractors, representatives, or agents (collectively "Associates") to, directly or indirectly, report, publish, distribute, disclose or otherwise disseminate the Confidential Information, or any portion thereof, to any third party. Agent will not use, or permit any of its Associates to use, Confidential Information, or any portion thereof, for the benefit of itself, its Associates, or any third party, or for any purpose, except as necessary to carry out Agent's duties and obligations under this Agreement. If Agent or any of its Associates attempts to use or disclose any Confidential Information in contravention of this Agreement, then, in addition to other available remedies, the Companies, and each of them, shall have the right to injunctive relief enjoining any such attempt, it being acknowledged that legal remedies are inadequate. Upon request Agent shall immediately return or destroy all such Confidential Information in its possession. This paragraph VII.E shall survive the termination of this Agreement.
- F. No waiver of any right or power hereunder, at one or more times, shall be deemed a waiver or relinquishment of such right or power at any other time or times.
- G. This Agreement shall be binding on and inure to the benefit of the parties and their respective permitted assigns, and successors. Agent shall not assign or transfer (by operation of law or otherwise) to any other person or entity this Agreement or any of the rights of Agent created hereunder, or delegate to any other person or entity the performance by Agent of any of its duties, covenants or obligations created hereunder without the Companies' prior written consent. The Companies, or any of them, may assign this Agreement and any of the rights created hereunder, and delegate the duties, covenants or obligations created hereunder to any affiliate company or to any person or entity that acquires control of, or all or any significant portion of the assets of, the Companies or any of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed at \_\_\_\_\_

effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

AGENT: \_\_\_\_\_  
\_\_\_\_\_ an individual \_\_\_\_\_ a corporation \_\_\_\_\_ a partnership \_\_\_\_\_ an LLC / LLP

BY: \_\_\_\_\_

TITLE (if applicable): \_\_\_\_\_

THE COMPANIES:

BY: Abem Haei  
TITLE: Secretary

## Addendum to Agency Agreement Personal Guaranty

This is an Addendum to Agency Agreement Personal Guaranty ("Addendum") is hereby incorporate into and forms a part of the Agency Agreement entered into by [enter name of Agent] \_\_\_\_\_ ("Agent") and one or more of the Permanent General companies effective [enter effective date of agency agreement] \_\_\_\_\_ ("Agency Agreement"). Unless otherwise specified in this Addendum, capitalized words and phrases in this Addendum shall have the meaning given to them in the Agency Agreement.

In consideration of credit being extended to Agent by the Companies, or any of them, and in recognition of an ongoing business relationship as set forth in the Agency Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the signatory personal guarantors ("Guarantors") agrees to be jointly, severally and individually responsible for the payment of any and all sums due to the Companies, or any of them, or any related or affiliated entity of the Companies, or any of them, arising under, or resulting from, the Agency Agreement. This is a continuing agreement that shall remain in full force and effect until terminated by the Companies.

The Guarantors agree that this Addendum shall be binding upon them irrespective of the solvency or insolvency of the Agent, and notwithstanding any discharge, reduction, extension, or modification of any or all of Agent's obligations under the Agency Agreement under, or by reason of, any law (whether relating to bankruptcy, insolvency, or otherwise) or any reorganization, merger, consolidation or any other change in the composition, nature, personnel, or location of the Agent; nor shall the liability of the Guarantors under this Addendum be in any manner modified, diminished, or discharged by reason of any of the foregoing. The Guarantors further acknowledge and agree that: (a) neither the Companies, nor any of them, shall be required to make any demand upon, to seek contribution from, or to exhaust or pursue any recourse or remedy to take any action whatsoever against Agent as a condition precedent to Guarantors' liability hereunder; and (b) Companies may amend the Agency Agreement at any time in accordance with its terms without notice to, or the consent of, the Guarantors. The Guarantors hereby waive any defense based upon or arising out of the lack of diligence on the part of the Companies, or any of them, in the collection of the financial obligations of Agent guaranteed hereunder. Further, Guarantors waive, to the fullest extent allowed by law, any statute of limitations limiting the liability of the Guarantors hereunder or the enforcement of thereof. Any payment by Agent or other circumstance which operates to toll any statute of limitations as to the Agent shall operate to toll the statute of limitations as to the Guarantors. Until all of Agent's financial obligations guaranteed hereunder have been paid by Agent in full, Guarantors waive any right of subrogation or other right to enforce any remedy which the Companies, or any of them, may have against Agent.

In the event that it is necessary for any Company to place this obligation in the hands of an attorney or other third party for collection, the signatories agree to pay any and all collection costs incurred by that Company, including, but not limited to, all expenses and costs of collection, reasonable attorney's fees, and prejudgment interest at the maximum legal rate on any principal sum outstanding from the date of default through payment.

This Addendum shall ensure to the benefit of the Companies, their successors and assigns, and shall be binding upon the Guarantors and their legal representatives, successors, and assigns, it being further understood and agreed to by the Guarantors that the Guarantors may not assign or delegate their obligations under this Addendum without the prior written consent of the Companies.

This Addendum is made and entered into as of the Effective Date of the Agency Agreement.

\_\_\_\_\_  
PERSONAL GUARANTOR

\_\_\_\_\_  
AGENCY NAME

\_\_\_\_\_  
PERSONAL GUARANTOR

\_\_\_\_\_  
AGENCY NAME

\_\_\_\_\_  
PERSONAL GUARANTOR

\_\_\_\_\_  
AGENCY NAME

Date: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Address: \_\_\_\_\_

Re: The General® Trademarks

In connection with the relationship you and/or your company (“You”) have with The General®, we received a request asking permission to use one or more of our logos, trade names, or slogans for promotional, advertising, and other related purposes. The request included one or more of the registered federal service marks and/or trademarks with pending registrations identified on the attached list.

The trademarks identified on the attached list may be used for promotional, advertising, and other related purposes (e.g., as part of a phone book or online advertisement) by You and only You, subject to the following:

- You agree that The General® is the owner of the trademarks identified on the attached list, that they are valid and enforceable, that they are under our sole and direct control, and that use of the trademarks by you or your company does not create any ownership rights in the trademarks
- Our trademarks should not be used in conjunction with the sale of merchandise, on letterhead, on a sign, or in a radio or television commercial without our prior written approval
- Our trademarks may only be used in connection with press releases provided that we must first be given the opportunity to review and approve any press releases referring to our company or containing our trademarks
- You agree not to depict our trademarks in any manner or in any materials that would tend to denigrate, disparage, tarnish, present in a false light, or otherwise reflect negatively on our trademarks, our companies, or our services.
- We maintain the right to review and approve all promotional and advertising materials created by or for You that uses our trademarks
- If You use any of our logos online, You agree to hyperlink the image used to our website [thegeneral.com](http://thegeneral.com)
- You agree to not claim ownership of, use, or apply to register, record or file in any jurisdiction any trademark, trade name, domain name, social media user name, or design that is identical with, confusingly similar to, clearly derived from or based on any of our trademarks
- You agree to promptly report use by any other party (other than our known affiliates) of a trademark, trade name, domain name, social media user name, or design that is identical with, confusingly similar to, clearly derived

from or based on any of our trademarks, that might reasonably amount to infringement of any of our trademarks or unfair competition

- You agree to comply with all reasonable directives concerning the proper use of our trademarks, including the following:
  - When at all possible, the use of our registered trademarks must be accompanied by a superscript ® symbol
  - If you use any of our word marks incorporating The General®, you should capitalize the first letter of each word in the mark (e.g., The General®, The General Home Program®, and Ride With The General®) and use normal font spacing
  - The use of the trademark The General Home Program® should be as a descriptive adjective not as noun when used in descriptive text and when not used as a heading (e.g. the trademark The General Home Program® should be followed by “renters insurance,” etc.)
  - All reproductions of our logos must be made from original image files and/or artwork provided by The General® so that the logo’s colors remain consistent
  - Under no circumstances may our logos be modified such that the logos are distorted or significantly altered in appearance
- If you are providing services under one or more of our trademarks as an independent agent, you agree to cooperate with The General® in facilitating our control over the nature, consistency, and quality of the services provided under the trademarks and you agree that the nature and quality of all services provided by you shall conform to the standards set by and shall be under the control of The General®
- If you are providing services under our trademarks as an independent agent, your relationship is further governed by the agreements we have with our independent agents and those agreements govern any conflict with the directives of this letter
- You agree that once your relationship with The General® ends (e.g. our agency agreement is terminated), that you must stop using our trademarks

Letter to [AGENT NAME]

[DATE]

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- While we currently do not anticipate doing so, we can revoke our permission to use our trademarks at any time and for any reason not otherwise limited by other agreements we have with you

If the terms of this letter correctly set forth our understandings, please so indicate by returning to us via email or otherwise one fully executed copy of this letter.

Sincerely,



Robert E. Nelson  
Controller, Assistant Treasurer  
and Assistant Secretary






ACCEPTED AND AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[AGENT NAME]





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

Title: \_\_\_\_\_

**TRADEMARKS REGISTERED OR WITH REGISTRATION PENDING  
THAT ARE OWNED BY THE GENERAL®**

Trademark	Registration/ Application No.	Goods/Services
	2921211	underwriting automobile insurance; insurance agency and insurance brokerage services in the field of automobile insurance (Class 36)
PGAC	2967647	underwriting automobile insurance; insurance agency and insurance brokerage services in the field of automobile insurance (Class 36)
PERMANENT GENERAL	2365959	insurance underwriting services in the field of automobiles (Class 36)
	4701736	underwriting automobile insurance; insurance agency and insurance brokerage service in the fields of automobile insurance (Class 36)
	2403857	underwriting automobile insurance; insurance agency and insurance brokerage services in the field of automobile insurance (Class 36)
	2410362	underwriting automobile insurance; insurance agency and insurance brokerage services in the field of automobile insurance (Class 36)
AUTO INSURANCE FOR LESS "THE GENERAL" SAYS YES!	2445783	underwriting automobile insurance; insurance agency and insurance brokerage services in the field of automobile insurance (Class 36)
	4196252	underwriting automobile insurance; insurance agency and insurance brokerage services in the fields of automobile insurance (Class 36)
1-800-GENERAL	2486732	underwriting automobile insurance ; insurance agency and insurance brokerage services in the fields of automobile insurance (Class 36)



Trademark	Registration/ Application No.	Goods/Services
	2405847	underwriting automobile insurance; insurance agency and insurance brokerage services in the field of automobile insurance (Class 36)
THE GENERAL	1958636	underwriting automobile insurance; insurance agency and insurance brokerage services in the fields of automobile insurance (Class 36)
	4196251	underwriting automobile insurance; insurance agency and insurance brokerage services in the fields of automobile insurance (Class 36)
THE GENERAL HOME PROGRAM	4858135	insurance sales and insurance brokerage services (Class 36)
	3915383	underwriting automobile insurance; insurance agency and insurance brokerage services in the fields of automobile insurance (Class 36)
RIDE WITH THE GENERAL	5111342	underwriting automobile insurance; insurance agency and insurance brokerage services in the fields of automobile insurance (Class 36)
	5199761	underwriting automobile insurance; insurance agency and insurance brokerage services in the fields of automobile insurance (Class 36)