



**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.

**Producer Application**

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

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Completed and Signed Broker Agreement

Copy Of Current Dec Page For Errors And Omissions Coverage

Copy of \$10,000 Broker Bond

Copy Of Current Licenses For **Each** Producer

Completed Disclosure and Release Statement form for **Each Producer**.

Premium Authorization Upload Form For Electronic Funds Transfer  
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)

If you have any questions, please contact one of the following at 1-800-280-1466

LaKeia Allen, Ext. 1964  
Inside Sales Representative

Kimberly Bodiford, Ext. 1503  
Inside Sales Representative

Laura Snow, Ext. 1681  
Inside Sales Representative

Karen Parl, Ext. 1306  
Licensing Manager



# PRODUCER APPLICATION

PGAC  
PGAC OF OHIO  
GAIC

Brokerage Name: \_\_\_\_\_

Trade Name: \_\_\_\_\_

Status:      Corporation      LLC      Sole Proprietorship      Partnership      Individual

Date Brokerage Established: \_\_\_\_\_ Brokers License #: \_\_\_\_\_

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: \_\_\_\_\_

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

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

Agency Name	Address	City	State	Zip	Phone / Fax
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Agency Name	Address	City	State	Zip	Phone / Fax
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## **VOLUME INFORMATION:** (Attach Loss Ratio Info, If Available)

Total Brokerage 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</u> (Top Five NSA Markets)	<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 &amp; 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.

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|----|--|-----|----|
| 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 \_\_\_\_\_

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## WARRANTY AND SIGNATURE:

### NOTICE TO BROKERAGE OF INVESTIGATION UNDER THE FAIR CREDIT REPORTING ACT

The Brokerage 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 Brokerage and the Principal/Owner noted below releases them from any liability and responsibility for doing so. The Brokerage also authorizes Permanent General to procure a consumer/credit report for the purpose of reviewing and determining the Brokerages worthiness in being appointed and/or licensed as a Permanent General agency. The Brokerage understands that it may contain information about the Brokerages 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 Brokerage hereby verifies the foregoing answers and statements and declares that they were made under the penalties of perjury. The Brokerage 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 Brokerage understands and agrees that any misrepresentation of fact, whenever discovered, will be the basis for termination for cause of any such appointment. The Brokerage agrees to immediately notify your office of any material changes in the above information.

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(Brokerage Principal/Owner Signature)

Date

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(Brokerage Principal/Owner Signature)

Date

### APPROVED:

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Agency Sales Representative

If you have any questions, please contact one of the following at 1-800-280-1466

LaKeia Allen, Ext. 1964  
Inside Sales Representative  
[llallen@thegeneral.com](mailto:llallen@thegeneral.com)

Kimberly Bodiford, Ext. 1503  
Inside Sales Representative  
[kbodiford@thegeneral.com](mailto:kbodiford@thegeneral.com)

Laura Snow, Ext. 1681  
Inside Sales Representative  
[lsnow@thegeneral.com](mailto:lsnow@thegeneral.com)

Karen Parl, Ext. 1306  
Licensing Manager  
[kparl@thegeneral.com](mailto:kparl@thegeneral.com)



**Individual Producer Questionnaire – 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 submit an Individual Producer Information Form**

Full Legal Name of Producer: \_\_\_\_\_

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

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

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

Producer Position: \_\_\_\_\_ DOI License Number: \_\_\_\_\_

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

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

1. Have you ever been Indicted for, charged with, plead guilty to, plead no contest to, or been found guilty of any crime other than a minor traffic offense?  
Yes      No      If yes, please attach a full explanation.
2. Have you ever had an insurance license denied, suspended or revoked?  
Yes      No      If yes, please attach a full explanation.
3. Have you ever had complaints registered against you with any Department of Insurance or other state regulatory agency?  
Yes      No      If yes, please attach a full explanation.
4. Have you ever been fined or disciplined by any licensing authority?  
Yes      No      If yes, please attach a full explanation.

I understand and agree that any misrepresentation of the facts contained herein constitutes grounds for termination for cause of such appointment made by the company. I certify that the answers to the above questions are true correct and the best of my knowledge, information and belief.

If approved, I agree to comply with and be bound by all guidelines, rules and bulletins or other written instructions issued by the company now in force or as they may be hereafter promulgated, amended or supplemented and all applicable laws and regulations of any Insurance Department or other governmental authorities having jurisdiction over the broker.

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

\_\_\_\_\_  
Producer Code #

\_\_\_\_\_  
Producer Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



## Disclosure and Release Statement

As a routine part of our due diligence effort Permanent General Companies Inc. may obtain an investigative consumer report on you. To insure full compliance with the 1997 Fair Credit Reporting Act and to facilitate easy access to all information necessary, please carefully read and sign this form.

I, \_\_\_\_\_, authorize all persons and entities (including but not limited to business, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, the NASD, and all military services) to release all written and verbal information about me to Permanent General. This authorization shall also apply, without reservation, to any third party vendor organization, including its employees, representatives or assigns, which Permanent General may designate to conduct such investigations. I release and agree to hold each harmless from all liability and responsibility for doing so.

I further understand that upon written request I will be provided a list of all sources used to research my investigative background reports.

I understand that I have specific prescribed rights as a consumer under the federal Fair Credit Reporting Act ("FCRA") and may have additional rights under relevant state law. I hereby certify that I have read the Summary of Rights under the Fair Credit Reporting Act.

This release, in original or copy form, is now valid or at any time in the future. I agree with all the provisions shown in the disclosure form and have been provided a copy of this document.

\_\_\_\_\_  
Producer Name (Printed)

\_\_\_\_\_  
Producer Code #

\_\_\_\_\_  
Social Security Number

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you have any questions, please contact one of the following at 1-800-280-1466

LaKeia Allen, Ext. 1964  
Inside Sales Representative  
[lallen@thegeneral.com](mailto:lallen@thegeneral.com)

Kimberly Bodiford, Ext. 1503  
Inside Sales Representative  
[kbodiford@thegeneral.com](mailto:kbodiford@thegeneral.com)

Laura Snow, Ext. 1681  
Inside Sales Representative  
[lsnow@thegeneral.com](mailto:lsnow@thegeneral.com)

Karen Parl, Ext. 1306  
Licensing Manager  
[kparl@thegeneral.com](mailto:kparl@thegeneral.com)



**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 Producer 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 Broker Agreement between Producer 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>	<input type="text"/>
		DOLLARS
You're Bank		
Address		
Any City USA		
: 123456789 :	: 1234567 :	0000



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

New Commission Account Implementation

Change Commission 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 Producer 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 Broker Agreement between Producer 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>	\$ <input type="text"/>
		DOLLARS
<b>You're Bank</b>		
Address		
Any City USA		
: 123456789 :	: 1234567 :	0000





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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 Producer.

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 Brokerage 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**



Producer Code: \_\_\_\_\_

## **Broker Agreement**

This Broker Agreement (herein after referred to as "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Effective Date") by and between \_\_\_\_\_, (hereinafter referred to as "Broker" or "you" or "your" as the context requires), and Permanent General Companies, Inc. and its subsidiaries and affiliates, hereinafter referred to as "Company" or "we" "us" and "our" as the context requires.)

### **ARTICLE I. AUTHORITY**

- A. You have the authority to solicit, provide quotes, submit applications on behalf of applicants, and collect, receive and provide receipt for premiums for insurance products on behalf of applicants and/or insureds as in accordance with this contract and our Underwriting, Procedure and Product guidelines. "Underwriting, Procedure and Product guidelines" means any instructions that We provide to You in writing or electronically in any format, which may include, without limitation, the Underwriting Rules and Guidelines, insurance applications, underwriting rules, record retention requirements, service standards, rates and rating procedures, commission schedules, and premium payment plans.
- B. You have no authority to engage in any of the following acts:
1. bind or effectuate insurance coverage on our behalf with respect to, but not limited to, policies, renewals, or endorsements. In order to have such coverage bound, we must receive your request to do so and have demonstrated our acceptance of your request for coverage by the issuance of a policy number, policy, endorsement, or other written or electronic communication;
  2. submit any application for a policy or endorsement to a policy which is based on information that you know to have reason to know is false or inaccurate;
  3. submit any application for a policy or endorsement with an effective date prior to the date that you receive request for such coverage and required down payment as specified in our Underwriting, Procedure and Product guidelines;
  4. submit any application for a policy or endorsement on any class of risk or type of insurance not specified in the Underwriting, Procedure and Product guidelines.
- C. You will not conduct any activities as an agent of the Company, and will not conduct and activities which are not specified in this Agreement, without prior written consent of us.
- D. You shall have on authority to make, add to, or in any way alter the provisions of any policy or contract affecting us, or waive any of our rights thereunder, or to countersign any insurance policy or endorsement thereto issued by us.
- E. You are not permitted to provide or distribute our rate guides, rating disks, or underwriting guidelines or rules, to any individual not employed by you. You may not submit applications for which you are listed as a broker of record, or service policies of our insureds, on behalf of any individual not employed by you. Breach of this provision may serve as a cause for immediate termination of this Agreement pursuant Article IV, section C, Paragraph 2.a.
- F. We have the authority to:
1. expand, restrict, or modify in writing, any part of your authority granted by this Agreement;
  2. change our Underwriting, Procedure and Product guidelines upon written notice to you, specifying the effective date of any such change;
  3. contact, or use any third party to contact, any person insured by us, or who has applied to be insured by us, subject, but not limited to, the following reasons:
    - a. provide customer service to the person;
    - b. request, receive or verify information related to the person;
    - c. notify the person of, and collect premiums due on any policy or renewal; or

- d. change the terms of any policy or renewal.

## **ARTICLE II. DUTIES**

- A. It is your responsibility to:
  1. keep a true and complete record and account for all business transacted; promptly forward and submit all requests for coverage or endorsements to policies, and forward all applications and premiums to us or whomever we may designate, in any reasonable manner we may specify, including but not limited to, electronic transmission;
  2. reasonably ensure that all applications are complete and contain accurate information;
  3. present to each applicant all promotional and informational materials that we may direct you to present, including but not limited to, information regarding preferred repair facilities, preferred provider organizations, direct claims reporting and financial stability;
  4. comply with all applicable state laws, rules and regulations relating to the sale of insurance coverage pursuant to this Agreement, including without limitation, agent, broker and solicitor licensing laws;
  5. pay for all of your operating expenses, including but not limited to, personal license fees and taxes and business or municipal license fees and taxes;
  6. maintain an errors and omissions policy of insurance with minimum limits of liability of Three Hundred Thousand Dollars (\$300,000) covering you and each of your employees;
  7. comply with our Underwriting, Procedure and Product guidelines and all modifications to such rules and guidelines;
  8. instruct each insured to immediately report all losses directly to us, and immediately refer to us any inquiry or information concerning a claim or loss that you receive;
  9. grant us any access to any of your facilities for the purpose of inspecting records and accounts and provide reasonable assistance in performing any such inspection;
  10. provide us any information in your possession or control that we may request in exercising our authority under this Agreement, including but not limited to, a copy of all or any part of a file concerning any person insured, under or applied for, a policy or renewal with us;
  11. provide the insured a quote which complies with our company provided rates.
- A. It is the Company's responsibility to:
  1. bind all acceptable coverage and issue all policies, endorsements, renewal notices, cancellation notices, certificates, filings and other required documentation of coverage;
  2. adjust or arrange for the adjustment of all claims;
  3. promptly inform you of any material change to a policy or renewal;
  4. pay you commissions as provided in this Agreement;
  5. develop and provide you the Underwriting, Procedure and Product guidelines.
- B. Notwithstanding the termination of this Agreement, the duties of this Agreement shall continue to apply to all unfinished business to the end that all obligations and liabilities incurred by each party as a result of this Agreement shall be fully performed and discharged.

## **ARTICLE III. COMMISSIONS**

- A. We will pay you commissions on policies and renewals based on our applicable commission schedule, attached hereto and incorporated herein as Exhibit A, or as may be amended by written notice from Company to Broker in effect as of the inception date of each policy or renewal. We will pay such commissions provided that:
  1. you are properly licensed;
  2. you have paid all amounts that are due and owing us;
  3. you are a broker of record at the inception on the policy or renewal;
  4. you agree that undistributed commissions in the hands of the company at any time may be held by us, applied to and constitute an offset against any moneys due us from you;
  5. you agree to refund to us any return commission on policy cancellations, renewals not taken, and premium reductions at the same rate that those commissions were originally paid to you.
- B. We may change our commission schedules at any time upon prior written notice to you.

- C. It is agreed and understood that Broker shall not retain or receive as compensation any fees, other than broker fees received from the insured, generated in connection with producing business under this Agreement, including without limitation, installment fees, SR-22 fees, and policy fees, except and only to the extent Company is required by law to reimburse Broker. Any and all such fees shall be remitted to Company pursuant to this Agreement and the Underwriting, Procedure and Product guidelines.
- D. Upon termination of this Broker Agreement, between the Company and the Broker, commissions on renewal business, if any, shall be paid at the rate of five percent (5%), unless otherwise required by law.

#### **ARTICLE IV. TERMINATION**

- A. This agreement shall become effective on the Effective Date specified above, and will remain in effect until terminated in accordance with the provisions of this section.
- B. Prior to the first anniversary of the Effective Date of this Agreement, this Agreement may be terminated by either party by giving notice to the other party at least thirty (30) days prior to the Anniversary date. The effective date of termination pursuant to this paragraph shall be either the date specified in the notice, or thirty (30) days after the date of such notice, whichever is later. Absent such a notice, this Agreement will automatically renew for successive one year periods, subject to termination as provided in paragraph C of this Article IV.
- C. On or after the first anniversary of the Effective Agreement, this Agreement may only be terminated in accordance with the provisions of this paragraph.
  - 1. If terminated by you, you may terminate this Agreement immediately upon written notice to us if we fail to comply in any material respect with our obligations under this Agreement, provided that you inform us within thirty (30) days of receiving your written notice. Otherwise, you may terminate this Agreement immediately upon the expiration of one hundred twenty (120) days prior written notice to us.
  - 2. If terminated by us, we may immediately terminate this Agreement upon the expiration of one hundred twenty (120) days notice to you. Provided, however, that we are not required to provide such advance notice and we may terminate this Agreement immediately upon written notice to you if we are terminating this Agreement because you:
    - a. exceeded your authority under this Agreement;
    - b. violated the our written underwriting rules or regulations which misleads us concerning the nature or extent of a risk;
    - c. failed to comply with all applicable state laws, rules and regulations relating to the sale of insurance coverage pursuant to this agreement, including without limitation, agent, broker and solicitor licensing laws
    - d. failed, either within the limits set forth in this Agreement, or within ten (10) days after written notice to you, remit funds due and owing to us;
    - e. have had your license suspended or revoked by the commissioner ;or
    - f. engaged in fraudulent acts affecting your relationship with us or our insureds.

#### **ARTICLE V. RIGHTS AFTER EXPIRATION OR TERMINATION**

- A. upon and after the expiration or termination of this Agreement;
  - 1. all authority given to you by this Agreement ends;
  - 2. we may notify policyholders of the expiration or termination of this Agreement;
  - 3. you will promptly return all of our manuals, forma, records, materials, applications, rate guides, Underwriting, Procedure and Product guidelines, software and any other property that we have furnished to you;
  - 4. all in force policies and renewals will continue to normal expiration subject to their terms;
  - 5. except as otherwise provided, your records and the use and control of expirations of the business produced by you shall remain your property and shall be left in your undisputed possession.
  - 6. Notwithstanding paragraph 5 of this section, the ownership of the records and the use and control of expirations and the goodwill relating thereto shall be vested in us in the event that this Agreement is terminated because:
    - a. you have failed to timely account for and remit all monies due and owing to us;
    - b. you have abandoned your business or otherwise have ceased to service our insureds; or
    - c. you have had your license suspended or revoked by the insurance commissioner of your state.

In such event, we shall have the rights of the holder of the interest granted by law, including but not limited to the rights of foreclosure to effectuate such interest, and you hereby agree to peaceably surrender possession of such records to us upon demand.

- B. Notwithstanding the foregoing, unless otherwise notified by us in writing, you will continue to have authority to submit requests for endorsements to policies and renewals outstanding after the expiration or termination of this Agreement, and you may retain necessary Company materials to exercise this authority.

#### **ARTICLE VI. FIDUCIARY RESPONSIBILITIES**

- A. All funds received by you as premiums for insurance written under this Agreement will be held by you in a fiduciary capacity, in trust, or our benefit and in accordance with applicable regulatory guidelines and state statutes. You will forward all premiums to us or to whomever we may designate, in any reasonable manner we may specify, including but not limited to, electronic transmission. If you fail to remit or make these funds available to us in a timely fashion, as determined by the Underwriting, Procedure and Product guidelines, we will have a first lien on such funds. After the expiration or termination of this Agreement, you continue to hold these funds in a fiduciary capacity, in trust for our benefit until you remit or make these funds available to us.
- B. Notwithstanding anything in this Agreement to the contrary, we may offset any amounts due and owing to you against any amounts due and owing by you to us.
- C. This Article VI will survive the expiration or termination of this Agreement.

#### **ARTICLE VII. INDEMNIFICATION**

- A. We will indemnify and hold you harmless for and from all liabilities, losses, damages, judgments, actions and expenses, including reasonable attorneys fees, that you sustain due to our negligence, any acts, errors, or omissions on our part, or a material breach by the Company of the provisions of this Agreement, including but not limited to, our failure to perform our duties set forth in Article II, provided that we are legally liable to you for such losses. You will immediately notify us when you learn of or receive any claim that is covered under this Article VII. We have the right to participate in the investigation and defense of any such claim and may at our option, assume full defense of any action filed. If we assume the defense, we will not be liable to you for any cost of litigation, including but not limited to, court costs and attorneys' fees that you incur subsequent to our decision to assume defense of any such action.
- B. You will indemnify and hold us harmless for any and all losses that we may sustain due to our negligence, any unauthorized representations, acts, errors, omissions on your part, or a material breach by you of the provisions of this agreement, including but not limited to your failure to perform your duties set forth in Article II or failure to comply with restrictions on binding of coverage as set forth in our Underwriting, Procedure and Product guidelines.
- C. This Article VII will survive the expiration or termination of this Agreement.

#### **ARTICLE VIII. MISCELLANEOUS**

- A. This Agreement will be governed by and interpreted under laws of the state in which the Broker is domiciled. Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it in compliance with that law. The determination by a court of competent jurisdiction that any provision of this Agreement is unenforceable will in no way impair or affect the validity or enforceability of any other provision of this Agreement.
- B. This Agreement constitutes the entire understanding between parties and supersedes all previous agreements between the parties, oral or written with respect to any insurance product that you are authorized to solicit under this Agreement. This Agreement will not affect, alter or impair any agreement between the parties with respect to any other insurance product(s).
- C. This Agreement may not be altered or modified except in writing signed by both parties, except in accordance with Article I, Section E or Article II, Section B.
- D. This Agreement will be binding on and will inure to the benefit of the [parties and their respective successors and permitted assigns. Except as provided in this Section, neither this Agreement nor any rights or duties hereunder say

be assigned or delegated by either party without the prior consent in writing of the other party. Upon written notice to you we may assign or delegate our rights or duties under this agreement to any of our corporate affiliates.

- E. The captions contained in this Agreement are for organizational purposes only and do not constitute a part of this Agreement.
- F. A party's failure to insist upon strict compliance with any of the provisions of this Agreement or the Underwriting, Procedure and Product guidelines will not constitute continuing waiver of the right to insist upon such compliance.
- G. The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies available to the parties at law or in equity.
- H. You are an independent contractor and not an employee or agent. This Agreement is not exclusive as to either party.
- I. All terms and conditions of the Agreement will, without further act of either party, apply between the Broker and any other subsidiary company or affiliates of Permanent General Companies Inc. to which the Broker may be permitted to submit business. This provision shall survive the termination of this agreement.

#### ARTICLE IX. ARBITRATION

- A. Any dispute or disagreement arising out of the interpretation of this Agreement or out of transactions covered by this Agreement, must be submitted to arbitration. Such arbitration will be exclusive remedy available to the parties and will be held in the state in which the Broker is domiciled. The issues presented will be decided by a Board of Arbitration which shall be appointed in the following manner.
- B. Within thirty (30) days following notification by either party to this Agreement to the other of its intention to arbitrate, each party shall nominate an arbitrator. Should either party fail to nominate an arbitrator within the time prescribed, the other party shall nominate both arbitrators. Within thirty (30) days after both arbitrators are nominated, they shall select an umpire. If they are unable to agree upon an umpire, they shall apply to the state court in which the Broker is domiciled to nominate and umpire. Both arbitrators and the umpire shall be active or retired executive officials of property-casualty insurance companies authorized to transact business in the United States.
- C. The moving party shall submit its claim within thirty (30) days after the appointment of the Board of Arbitration, and the responding party shall submit its reply within thirty (30) days after receipt of the moving party's claims.
- D. The Board of Arbitration may, in its sole discretion, hold a hearing on the issues presented. The Board of Arbitration is relieved of all judicial formality and may abstain from following strict rules of law; it may settle any dispute in accordance with an equitable rather than a strictly legal interpretation of the terms of this Agreement; and its decision shall be final and binding upon the parties. However, the board of Arbitration shall not have the power to award fines, statutory penalties (including, but not limited to, an award under any deceptive trade practices act), sanctions, punitive damages, exemplary damages (however dominated, whether or not multiplied whether imposed by law or otherwise) or the return of or restitution of legal fees, costs or expenses connected with the arbitration.
- E. The Board of Arbitration will render a written award or decision subscribed by at least two of the members. Judgment upon the award or decision of the Board of Arbitration may be entered in any court of competent jurisdiction. Each party will bear the expenses of its arbitrator and will share equally with the other party the expenses of the umpire and of the arbitration.

IN WITNESS WHEREOF this Agreement with the Effective Date first written above has been signed in duplicate by the parties hereto.

COMPANY(S)

BROKER

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

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

Name: Eric Bur

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

Title: VP IA Sales and Marketing

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

Member Companies of  
Permanent General Companies Inc.

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

**W-9**

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**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).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## 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

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

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

## 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<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 second 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* on page 1.

**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, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system 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 personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) 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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.