

Agency Questionnaire & Agreement

Once this has been completed, please send it to AgencyAppointments@GMI-Insurance.com

How did you hear about us?

- ☐ Internet ☐ Referral _____
☐ Trade Show/Convention _____ ☐ Other _____

Which GMI Programs are you interested in writing?

- ☐ Monoline Business Auto ☐ Workers' Compensation ☐ Cannabis Transport
☐ Auto Rental Fleet ☐ Contingent Auto Lease ☐ General Liability

GENERAL INFORMATION

Business Tax ID# _____ NPN# _____ Years in Business _____

Business Type

- ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC ☐ LLP ☐ Other _____

Agency Name _____

DBA _____

Street Address _____

City, State, Zip _____

Phone _____ Fax _____

Website _____ General Email _____

Are you a member of any industry associations? ☐ Yes ☐ No

If yes, please list _____

Which social media platforms does your agency post to? ☐ LinkedIn ☐ Facebook ☐ Instagram ☐ Twitter

AGENCY PRODUCTION

No. of Agency Locations _____ No. of Commercial Producers _____ No. of Commercial CSRs _____

What's your agency's total written premium? \$ _____

What percentage is commercial lines? _____ % What percentage is personal lines? _____ %

Number of commercial lines accounts _____

How many carriers do you write with? _____

How many carriers require a volume commitment? _____

How many of your carriers write Standalone Commercial Auto? _____

Does your agency specialize in a particular line of business or product? ☐ Yes ☐ No

Please explain _____

Top 3 Current Commercial Lines Markets (Companies):

	Company	Written Premium	Loss Ratio %
1			
2			
3			

Does your agency currently have premium placed with GMI through another agency, broker or aggregator?

☐ Yes ☐ No If yes, what's the total premium with them? \$ _____

AGENCY LICENSING INFORMATION*

Resident License State _____ Resident License Number _____

Non-Resident License State _____ Non-Resident License Number _____

Non-Resident License State _____ Non-Resident License Number _____

Who do we contact for updated license copies? _____

Name _____ Email _____ Phone Number _____

** Please attach copies of all agency licenses for which you to plan to write business.*

E&O COVERAGE INFORMATION**

Carrier _____ Policy No. _____

Expiration Date _____ Limits _____ Deductible _____

Who do we contact for updated policy verification?

Name _____ Email _____ Phone Number _____

CYBER LIABILITY COVERAGE INFORMATION**

Carrier _____ Policy No. _____

Expiration Date _____ Limits _____ Deductible _____

Who do we contact for updated policy verification?

Name _____ Email _____ Phone Number _____

*** Please attach copies of E&O and Cyber Liability declaration pages.*

AGENCY PERSONNEL

PRINCIPAL

Name _____ Phone / Ext _____

Email _____ Mobile _____

MARKETING MANAGER

Name _____ Phone / Ext _____

Email _____ Mobile _____

COMMERCIAL LINES MANAGER

Name _____ Phone / Ext _____

Email _____ Mobile _____

ACCOUNTING/BILLING

Name _____ Phone / Ext _____

Email _____ Mobile _____

Note: Please attach an office directory, complete with titles, email addresses and phone extensions for your commercial lines staff.

Agreement Number (_____)
GMI USE ONLY

AGREEMENT entered into this _____ day of _____, 20____ by and between GMI Insurance Services (hereinafter, GMI), located at 99 Starr Street, Phoenixville, PA 19460 and Company

_____ DBA _____

(hereinafter, Broker), located at _____

WHEREAS, Broker wishes to place business through GMI for acceptance by admitted carriers in connection with programs administrated by GMI, in accordance with applicable laws and regulations; and

WHEREAS, GMI is willing to offer its facilities to brokers for placement of such insurance, all the forgoing in accordance with the laws and regulations pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, the parties hereto, intending to be legally bound, agrees as follows:

1. Broker warrants that it holds a Broker's license issued by the State of its domicile and all other licenses required to do business hereunder and intends to place business through GMI for acceptance by admitted carriers in compliance with the laws and regulations pertaining thereto regarding placement of business with admitted carriers.

Broker further warrants that any business which it shall submit to GMI involving persons or property situated in a state other than that of its domicile will, if accepted, be effected in accordance with the insurance laws and/or similar applicable laws of that State and Broker will indemnify GMI for any liability or loss arising as a result of GMI accepting any application submitted by Broker.

Broker shall be entitled to collect a commission on such business at a rate which shall be mutually agreed to between the parties at the time of placement of the business.

Broker shall not have authority to appoint other agents or sub-agents for purposes of this agreement and shall not do so, Broker shall have no authority to make and shall not make any agency appointments on behalf of GMI, nor shall Broker make any agreements rendering or purporting to make GMI liable for the payments and/or repayment of expenses, commissions, or any other sums.

If Broker is placing business with GMI that has been directed to it by another legally established insurance producer, Broker accepts full responsibility for that submission as if it were the originator of such placement.

2. It is further agreed by and between the parties that payment of premiums shall be made by broker to GMI not later than 10 days after the effective date of the coverage, unless otherwise agreed to in writing. Failure to pay premiums as scheduled may result in cancellation of the subject policy. All premiums collected from the insured's which are to be paid to GMI shall be held by Broker in a fiduciary capacity in accordance with applicable law and should not be commingled with Broker's other funds.

Any payments to Broker under this Agreement shall be paid only to the extent permissible under applicable laws, rules and regulations. Broker shall have no right to such payment and GMI shall have no duty to make such payments in excess of those legally permissible.

GMI may, at its option, offset Broker's proportional share of any return premiums from any payments due Broker under this agreement.

3. Broker hereby guarantees the payment of all premiums due GMI on insurance bound or written hereunder, whether or not they are collected by Broker and whether or not they are financed.

4. Any credit extended to the insured or others shall be at the sole risk of the Broker and Broker guarantees that premium shall be paid to GMI by Broker when due.

5. Broker agrees to report immediately to GMI, or the designated claims administrator, any fact, occurrence or incident that may result in a loss or claim, together with full details thereof. Broker shall forward all documents and cooperate fully with GMI, or the designate claims administrator, in the investigation and adjustment of any claim, if requested.

6. Broker agrees to keep complete records and accounts of all transactions and to permit GMI to inspect all records pertaining to business transacted under this Agreement.

7. Broker agrees to maintain Error and Omissions coverage for itself and those for whom it is responsible, in the amount not less than \$1,000,000 throughout the term of this agreement with an insurer with a rating of A- or greater and shall provide GMI appropriate evidence of such insurance upon execution of this Agreement.

8. Broker shall not advertise in any way the name of GMI nor shall broker advertise in any way the name of any company or underwriter represented by GMI without the prior written consent of GMI.

9. Each Party shall defend and indemnify the other against liability arising out of or in connection with this Agreement, including cost of defense and settlements, imposed on the party being so defended and indemnified for damages sustained and caused by negligent acts or omissions or willful misconduct of the other party, provided the party being so defended and indemnified has not caused or contributed to such liability by his own negligent acts or omissions or willful misconduct. The party being so defended and indemnified agrees, as a condition to such indemnification, to notify the other party of any claim or suit against him and, subject to the prior written consent of the party being so defended and indemnified, to allow the indemnifying and defending party to make such investigation, settlement or defense thereof as the indemnifying and defending party deems prudent.

Notwithstanding any provisions herein to the contrary, GMI, at its option, may affect the recovery of damages under this section 9 by offsetting such amounts against payments of amounts otherwise owing by it to Broker hereunder. Election of this remedy shall not be construed as exclusive, and shall not bar GMI from seeking any and all other remedies available at law or equity.

10. It is understood that Broker is an independent contractor and this Agreement does not permit Broker to bind GMI or any company or underwriter represented by GMI. Broker is not hereby the agent of GMI or any company or underwriter represented by GMI.

11. In the event of termination of this agreement, so long as the broker has promptly accounted for and paid all premium for which it may be liable, the broker's records, and use and control of the expirations shall remain the property of the Broker and be left in its undisputed possession: otherwise, use of the records and control of the expirations shall be vested exclusively in GMI.

12. This agreement shall become effective when accepted by GMI and supersedes all previous agreements, whether written or oral. This agreement may be terminated by either party at any time upon giving of written notice of termination, but such termination shall not alter in any way the continued application of this Agreement to policies in effect as of the date of such termination and Broker shall complete the collections of premiums and continue to provide claims support and service on all policies in effect at termination.

13. This agreement constitutes the entire and exclusive understanding between the parties with respect to its subject matter and is to be construed in accordance with and governed by the Commonwealth of Pennsylvania.

14. This agreement may not be assigned by broker without the written consent of GMI.



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15. This Agreement shall be binding upon and adhere to the benefit of the parties hereto, their respective heir, successors and assignees.

16. No failure of either party to insist on strict compliance with this Agreement or to exercise any right under it shall be a waiver of such right.

17. This Agreement may be amended, but then only in a written addendum to this Agreement executed by the parties

18. All exhibits and schedules hereto shall be deemed a part hereof.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as of the day and year set forth above.

Broker Name (printed) _____ Date _____

Broker Signature _____ Title _____

Federal Tax ID Number _____

** Please attach a completed W-9 form.*

Broker License Number _____

GMI Insurance Services

By _____ Title _____

Signature _____

Date Appointed _____