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Fax: (877) 637-2402
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License # 0G44941

CALIFORNIA BROKER AGREEMENT

Carnegie Select Insurance Agency, hereinafter designated as "General Agency", hereby makes available its facilities to the undersigned, hereinafter designated as "Broker", to submit proposals of insurance for which General Agency has authority legally to receive, subject, however, to restrictions placed upon General Agency and Broker by the laws of the State of California and to the terms and conditions hereinafter set out. General Agency and Broker hereby agree that Broker is acting as an independent contractor and not as an employee or agent of General Agency or the insurance carrier represented by General Agency in all matters relating to this Agreement and Broker further agree as follows:

1. **LICENSING.** Broker warrants that he/she is properly licensed for the classes of business and the coverages of insurance to be procured through the facilities of General Agency. Broker must be bonded and carry Errors and Omissions coverage. Copies of license, bond, and E&O coverage must be attached to this contract and provided to General Agency upon each renewal.
2. **BROKER'S AUTHORITY.** Broker's authority is limited to the submission of proposals for insurance covering such classes of risks as General Agency may from time to time make available. Broker is NOT authorized to bind any new or renewal risks or additional coverages with General Agency.

Broker is not authorized to issue or change policies, endorsements, certificates of insurance or cancellations on behalf of General Agency or the insurance carrier General Agency represents, unless specifically authorized in writing to do so. It is also expressly understood and agreed that Broker shall have no authority to accept any service of process addressed to General Agency, or to authorize any claim settlement, or to bind General Agency in any way having to do with any claim matter and/or claim settlement.

Coverage will be effective no sooner than 12:01 a.m. the day following the date the envelope, containing the application is postmarked by the U.S. Postal Service, unless a policy effective date has been bound by General Agency through the insurance carrier's online system, email, fax, telephone, or any other future media approved by General Agency and the envelope containing the application was postmarked in the United States no later than three days (excluding Sundays and Federal holidays) following the online submission, fax, or other acceptable media time and date.

If Broker uses Metered Mail, electronically-stamped mail, or when the postmark is illegible, coverage will be considered bound at 12:01 a.m. on the date the application is received by General Agency, unless it is received within three days (excluding Sundays and Federal holidays) following the online submission, fax, or other acceptable media time and date.

Online Submissions are subject to General Agency approval of the application and the timely receipt (as indicated above) of the completed application (see item 3, below), supportive documentation and premium payment and Broker provides a description of the insured property, including serial number of the vehicle, if applicable, and the coverage desired, General Agency will bind the application effective at the time and date of the online submission and give Broker a quote number. This number must be printed on the application.

FAX Submission of effective date. FAX submissions will only be accepted when the online system is not operational. When you FAX a copy of the application, the application must be completely filled out, and meet all other requirements for complete submission (below). No submission number will be assigned. If the application is approved it will be effective the date and time it was received by General Agency. The FAX number is (877) 637-2402.

3. **COMPLETED APPLICATIONS.** ALL information requested in the application and ALL supporting documentation required in the underwriting and rating guidelines MUST BE provided with the application. All applications must be completed and signed where indicated by both the applicant and Broker and be accompanied by one of the following: a check drawn on the Broker's trust account, Electronic Funds Transfer (EFT) from Broker's trust account, the insured's check, or a cashier's check/money order (from either party) for the premium plus any applicable fees.

Incomplete applications or submissions of supporting documents will be considered unacceptable risks. General Agency reserves the right to reject unacceptable risks.

4. **PAYMENT OF PREMIUMS.** Broker has authority to receive and forward to General Agency insurance premiums tendered. All premiums collected will be held by Broker in a Fiduciary capacity. Remittance to General Agency must be a Broker's Trust account check, EFT from Broker's trust account, the insured's check, or a cashier's check/money order (from either party) payable to General Agency. Premium financing will only be accepted if authorized in writing by General Agency. Any credit extended to the insured shall be at the sole risk of Broker. Payments must be submitted to General Agency with each

new business application. Installment and uprate payments are subject to the same authority as listed above in Section 2 **Broker's Authority.**

Should Broker fail to pay General Agency any premiums, unearned commissions or other monies when due, Broker agrees to bear any collection or other expenses, including reasonable attorneys' fees and court costs, expended by General Agency to enforce collection. Broker agrees to pay NSF and stop payment fees to General Agency when Broker's check or electronic payment is returned by their bank unpaid. General Agency may require Broker to use the following payment options: monthly installment-bill, EFT, money order/cashier's check-only payment, or payment from the insured only.

5. **PREMIUM BILLS.** All premium bills and policy renewals will be billed directly to the insured by the pay plan (s) authorized by the General Agency. Uprates created by the insured's failure to provide valid underwriting information will be billed to the insured.
6. **BROKER RESPONSIBILITIES.** In exchange for commissions paid to Broker by General Agency, Broker is responsible for submitting completed applications for insurance to General Agency and handling customer service aspects of their clients' accounts (including, but not limited to: forwarding client premium payments to General Agency, quoting and taking endorsement requests, refunding unearned premium per California Insurance Code requirements). It is not the intent of General Agency to service client phone inquiries – that responsibility is the Broker's. At the discretion of General Agency, Broker's failure to service client accounts may result in termination or reduction in commission.
7. **COMMISSION.** General Agency agrees to pay Broker new business and renewal commissions based on paid premiums on the programs Broker is authorized by General Agency to write, as set forth in the Coverage Authorization/Commission Schedule. Commissions are subject to change based on legal notification by General Agency.

No commissions are payable on any fee. On all business written, Broker shall refund prorate to General Agency, commissions on canceled policies and on reduction in premium at the same rate at which such commissions were originally paid. General Agency will offset commissions from Broker's monthly commission statement if Broker fails to make a payment, submits an NSF or a stop payment check.

In the event that Broker goes out of business, abandons the business, stops servicing the business, or is terminated for cause (including, but not limited to: loses insurance license, falsifies documents, makes false statements to either General Agency or the insurance carrier, fails to follow underwriting guidelines, etc.), Broker agrees to forfeit the claim to the book of business and future commissions. In the event an insured wishes to change their Broker of record, General Agency will honor their written request and the new Broker of record will earn all subsequent commissions effective the date and time of the change.

Effective two years after Broker's termination, the renewal commission will be changed to 0%. Commissions can be changed with 30 days notice from General Agency to Broker.

8. **ADVERTISING, BROKER EXPENSES.** Broker does not have authorization to advertise on behalf of General Agency or any insurance carrier General Agency represents without written approval from General Agency or the insurance carrier. Broker is encouraged to submit any proposed advertising, listings, or printed matter of any kind, which includes General Agency, to General Agency for approval prior to having it published. General Agency and the insurance carrier represented by General Agency shall have no responsibility whatsoever for any Broker advertising expenses.
9. **INDEMNITY.** Broker agrees to indemnify, hold harmless, and defend General Agency, and all insurance carriers represented by General Agency from any and all expenses, costs, attorney's fees, causes of action, loss or damages arising out of or connected with neglect, fraudulent or unauthorized acts or omissions by Broker or its solicitors or employees, unless caused by the sole negligence or willful conduct of the General Agency.
10. **PROHIBITION AGAINST ASSIGNMENT.** The Broker Agreement and Broker's rights under it may not be assigned without the prior written consent of General Agency. Sale of Broker's book of business does not eliminate any debt owed General Agency.
11. **NOTICE OF EXPIRATION AND RENEWAL REQUESTS.** General Agency shall be under no obligation to give Broker advance notice of the expiration or renewal of any policies of insurance which Broker, from time to time, procures through the underwriting facilities of General Agency.
12. **CLAIMS.** Broker is not authorized to assign any losses or adjust any losses on behalf of General Agency or the insurance carrier. All claims are to be promptly reported with full details directly to General Agency, unless General Agency has requested in writing that they be reported elsewhere, for assignment and handling.
13. **TERRITORY.** Broker shall submit for consideration only risks domiciled as outlined in the Coverage Authorization/Commission Schedule.
14. **POLICY CANCELLATIONS.** Broker does not have the authority to rescind policies. Rescissions are at the discretion of the insurance carrier and General Agency. In all cases, except an insured's NSF payment to General Agency, the policy and/or billing fee is fully earned. When an insured places a "stop pay" on his/her check, the policy and/or billing fee is fully earned by General Agency.

Notwithstanding the return of the original policy for cancellation, cancellation will not be effective until sufficient time has elapsed for proper notice to mortgagees, loss payees, certificate holders, etc., in those cases where such notice may be required.

Insured cancellation requests will be calculated based on the filed and approved underwriting guidelines. Cancellation return premiums and unearned premiums will be returned to the insured.

- 15. **GUARANTEE.** In consideration of the execution of this contract by General Agency, it is agreed that if Broker is a Corporation, the undersigned Corporate Officer(s) of said Corporation shall execute said contract agreeing that all conditions shall be binding upon them severally and jointly in the same manner as upon the Corporation.
- 16. **NOTICE.** All notices to the parties pursuant to this Agreement shall be in writing and shall be deemed effective when given by personal delivery or by regular mail addressed to the other party at their last known address.
- 17. **CHOICE OF LAW.** In the event that legal or equitable proceedings are commenced to enforce or interpret any or all of the provisions of this agreement, the parties agree to be bound by California law. General Agency reserves the right to change any term of this contract or procedure to conform with the law with no advanced notice to Broker.
- 18. **REGULATORY AUTHORITY.** Broker agrees to cooperate with any Department of Insurance or any other regulatory authority's investigation and to respond to General Agency's inquiry regarding any investigation General Agency may be involved in regarding a client or Broker. Broker will grant General Agency access to client files in the event of a disputed claim, Department of Insurance (or other regulatory authority) investigation, or lawsuit.
- 19. **COVERAGE AUTHORIZATION.** Effective the date this contract is agreed to by General Agency, Broker is allowed to submit business for only the programs agreed to in writing by General Agency.

Broker may continue to service existing renewal policies through General Agency at the commission in effect, unless changed by legal notice by General Agency.
- 20. **FUTURE PROGRAMS.** Broker will be granted authority to submit business for any future General Agency program, only upon written notification (including the list of coverages and commissions) from General Agency to Broker.
- 21. **SUB-BROKERING.** Broker is not authorized to submit business on behalf of any other Agent or Broker, except where General Agency has given its prior approval in writing. Sub-Brokering of business is not allowed and is grounds for termination.
- 22. **TERMINATION.** This agreement contains the complete understanding between General Agency and Broker and supersedes all previous agreements, oral or written, and may be terminated immediately by either party at any time, upon written notice to the other. If this agreement is terminated and Broker promptly accounts for and pays to the General Agency all premium, commissions, or other moneys which are due, then Broker's records, use and control of business and expirations shall remain the property of Broker and be left in his undisputed possession; otherwise the records, use and control of business and expirations shall be vested in the General Agency.

Should Broker cease operations or vacate their premises without advising General Agency of their new address and telephone number or new Brokerage owner information, General Agency may assign Broker's book of business to another Broker upon prior written notification from General Agency to Broker's address of record.

AGREEMENT: The parties hereto intending to be legally bound have affixed their hands this _____ day of _____, 20____.

BROKER _____

GENERAL AGENCY

COMPANY: _____

NAME: CARNEGIE SELECT INSURANCE AGENCY

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

CORPORATION – PERSONAL GUARANTEE

If the Broker is a Corporation, it is agreed that the undersigned corporate officers shall personally guarantee the performance of the Agreement, and personally indemnify the General Agency, for any damages or expenses caused by any breach of this agreement.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____



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Producer Appointment – Additional Location Information Form
(Please complete the following applicable fields)

Brokerage Name: _____

Owner Name: _____

Main Location:

Contact Name: _____ Title: _____ E-mail: _____

Telephone: _____ Fax: _____

Mailing Address: _____

Physical Address: _____

Additional Location:

Contact Name: _____ Title: _____ E-mail: _____

Telephone: _____ Fax: _____

Mailing Address: _____

Physical Address: _____

Additional Location:

Contact Name: _____ Title: _____ E-mail: _____

Telephone: _____ Fax: _____

Mailing Address: _____

Physical Address: _____

Additional Location:

Contact Name: _____ Title: _____ E-mail: _____

Telephone: _____ Fax: _____

Mailing Address: _____

Physical Address: _____

Additional Location:

Contact Name: _____ Title: _____ E-mail: _____

Telephone: _____ Fax: _____

Mailing Address: _____

Physical Address: _____

Additional Location:

Contact Name: _____ Title: _____ E-mail: _____

Telephone: _____ Fax: _____

Mailing Address: _____

Physical Address: _____

Please print additional copies if you require additional locations.

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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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 ▶
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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 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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.

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. 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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.

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.

DISCLOSURE REGARDING CONSUMER REPORTS

Pursuant to the Fair Credit Reporting Act ("FCRA") (15 USC 1681b, 1681d), the following disclosure is required.

1. One or more of the affiliated companies of American Modern Insurance Group, Inc. (hereinafter "Company") may obtain a consumer report regarding you for the purpose of determining whether to enter into an agency relationship and/or to appoint you as our agent.
2. If you are appointed as an agent, the Company may obtain consumer reports concerning you from time to time, and may use the consumer reports in deciding whether to continue, revoke, or terminate your appointment as an agent, or to otherwise change the terms of the agency relationship with you.
3. The types of consumer reports the Company may obtain with respect to you include criminal background checks and credit reports.
4. Please fill in the information below and sign to indicate that you agree that we may obtain a consumer report regarding you. Note that prior to taking any adverse action, a copy of your consumer report and a summary of rights will be sent to the address listed below (or, if no address is listed below, the address that we have on file).

Minnesota and Oklahoma residents only: If you would like a copy of the consumer report prepared on you, please check this box:

California residents only: You may view the file on you by contacting Choicepoint (800-456-6004) or Employment Screening Associates (800-706-8848) during business hours. You may obtain a copy of this file at their office with proper ID and paying the costs to copy. You may be accompanied by one other person, provided that person has proper ID. You may make a written request to have your file sent to a specified address. Lastly, a summary of information will be provided by telephone, if you make a written request with the proper ID for disclosure.

Applicant's Statement Regarding Consumer Reports

I have received and read the Disclosure Regarding Consumer Reports above, advising me that the Company may obtain consumer reports about me. I understand that the Company is not permitted to obtain such consumer reports unless I authorize it to do so.

By signing below, I authorize the Company to obtain consumer reports about me. I authorize and direct each and every consumer reporting agency to provide consumer reports about me to the Company at its request.

Dated: _____

Signature of Applicant: _____

Printed Name of Applicant: _____

Address: _____

City / State / Zip: _____

Agency Code: _____

Producer/Sub Number: _____