



A-ONE COMMERCIAL INSURANCE RISK RETENTION GROUP, INC.

WELCOME

Thank you for your interest in representing A-One Commercial Insurance Risk Retention Group, Inc. (A-One).

Attached you will find the necessary paperwork needed for your appointment. A brief checklist summarizing all required information is included.

Please complete each section of the packet and attach all required licenses and insurance information. The completed packet should be mailed or emailed to the following address:

Mail:

A-One Commercial Insurance Risk Retention Group, Inc.
Attn: Don Ko
110 East 9th Street – Suite C-900
Los Angeles, CA 90079

Email:

agencyapp@aoneci.com

Upon receipt, the completed package will be submitted to the A-One Board of Directors for final approval.

We look forward to a prosperous partnership with your company. If you have any questions please do not hesitate to contact Don Ko via email to agencyapp@aoneci.com



A-ONE COMMERCIAL INSURANCE RISK RETENTION GROUP, INC.

Check list for Agency/Agent Appointment

We are pleased that you have applied for appointment with A-One Commercial Insurance Risk Retention Group, Inc. Attached please find the paperwork to be completed to begin your appointment.

Please e-mail completed paperwork to agencyapp@aoneci.com or fax to 800-963-7276 and mail originals.

- ✓ Agency agreement (3 pages) – attached
- ✓ Agency profile (2 pages) – attached
- ✓ W-9 (Please provide a completed copy)
- ✓ Agent Appointment Form (1 page) - attached (to be completed by each agent to be appointed).
- ✓ Please supply a copy of each agent's State License
- ✓ Please provide a copy of your E & O declarations page

If you have any questions, please contact Don Ko via email to agencyapp@aoneci.com.



**A-ONE COMMERCIAL INSURANCE
RISK RETENTION GROUP, INC.**

AGENCY AGREEMENT

The undersigned Agency affirms and agrees that it is a General Lines Agent duly licensed by the State of _____ and further persons employed by them and soliciting insurance on behalf of A-One Commercial Insurance Risk Retention Group, Inc. (the Company) shall be so licensed.

The Agency's work, records and control of expirations are the property of the Agency and will not be used by the Company to solicit such business without the prior written consent of the Agency except in the event of bankruptcy or fraud related to the business of the Company.

The Company shall hold the Agency harmless against any claims, liabilities or cost of defense which the Agency may become obligated to pay as a result of loss to policyholders caused directly by an error of the Company in its processing of coverage agreements except to the extent that the Agency has caused, contributed to or compounded such error. The Company's obligation to hold Agency harmless shall be conditioned upon prompt notification by the Agency which is subject to this hold harmless provision, and the Company shall have the right to investigation, settlement, and/or defense of any such claim or action.

The Agency agrees to hold the Company harmless from any claim arising out of the acts or omissions of the Agency or its employees, except to the extent that the Company has caused, contributed to or compounded such error. (Please provide a current Errors & Omissions Liability Declaration page to the Companies' offices.)

The Agency is authorized to solicit and submit applications for Casualty & Automobile Liability to the Company consistent with directives, guidelines and written materials furnished it from time to time by the Company, which shall have the sole right of approval or disapproval of coverage of any prospective member.

The Agency has no authority to bind or otherwise provide coverage on behalf of the Company unless the Agency is otherwise specifically authorized to do so in writing.

The Company reserves the right to approve or terminate coverage at any time subject to approval of the Board of Directors or their delegated representative.

Commissions for Casualty & Automobile Liability shall be paid as provided for in Schedule 1, attached hereto, and subject to the definitions provided for in Schedule 2, attached. Commission percentages may be revised by the Company at the beginning of a new calendar year by giving 60 days written



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notice to the Agency, or as may otherwise be agreed to in writing by the parties. Nothing contained herein shall prohibit the negotiation of special commission rates on individual coverage agreements.

If any insured is entitled to monies back due to cancellation or audits, the Company shall deduct any commission, which has been paid on the unearned premium from the next commission paid to the Agency. The Agency will remit to the Company any commission which has been paid on the unearned premium within twenty (20) days of notice that said sums are due otherwise interest will be accrued on the unpaid balance at the rate of the lesser of one percent (1%) per month or the maximum amount allowed by law ..

The Agency has the authority to collect and remit the first payment of premium on new business written by the Agency. The applicant's check must be made payable to the Company.

BROKER OF RECORD CHANGES

A. Renewal Submissions

In the event that the Company receives a written request signed by an applicant seeking renewal insurance, to designate a new Broker of Record, you will have forty-eight (48) working hours to obtain a rescinding letter from the applicant. If we do not receive such a rescinding letter by the end of this period, the Company will transfer the account to the proposed Broker with any and all resulting commissions being processed to the proposed Broker's account.

B. New Submissions

In the event that the Company receives a new submission (a submission for an account that is not currently insured with A-One) from multiple appointed agencies, we will process the submission for quoting for the original agent as well any additional appointed agents from whom we receive a written request signed by an applicant seeking new insurance. Broker of Record will be designated based on which agency is successful in obtaining a bind request and submitting the required binding documents to A-One.

C. Current Insureds – Mid-Term Change

In the event that the Company receives a written request signed by an insured after coverage has been bound, to designate a new Broker of Record, you will have forty-eight (48) working hours to obtain a rescinding letter from the insured. If we do not receive such a rescinding letter by the end of this period, the Company will transfer the account to the proposed Broker.

As of the Effective Date of Change in Broker of Record:

1. We will accept direction (e.g. endorsement changes) from the proposed agency/brokerage on the account.
2. The proposed agency/brokerage will be responsible for collection and remittance of all gross premiums becoming due on or after the Effective Date of Change.



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- 3. Notwithstanding the proposed agency/brokerage’s collection responsibilities, you will continue to have earned premium responsibility for the policy period prior to the Anniversary/Renewal Date.
- 4. The commissions for all premium transactions for the policy period prior to the Anniversary/Renewal Date will be processed to your account(s).
- 5. You will continue to earn commissions and be responsible for return commissions for the policy period prior to the Anniversary/Renewal Date.
- 6. All losses and reserve adjustments with respect to losses after the Effective Date of Change, but before the Anniversary/Renewal Date, will be processed to your account(s).

On and after the Anniversary/Renewal Date(s):

- 1. You will be paid commissions and be responsible for return commissions developed on audits where the earned premium is determined after the Anniversary/Renewal Date with respect to the policy period prior to the Anniversary/Renewal Date.
- 2. The proposed agency/brokerage will be paid commissions and will be responsible for return commissions on all premium transactions associated with the policy period on or after the Anniversary/Renewal Date.
- 3. Transactions on all losses occurring on and after the Anniversary/Renewal Date will be processed to the proposed agency/brokerage’s account(s).

This Agency Agreement and any appointment of agency may be terminated at any time for any reason or no reason, by either party, upon written notice to other party.

Agency Name

**A-One Commercial Insurance Risk
Retention Group, Inc.**

Agency Principal

Date

Date



**A-ONE COMMERCIAL INSURANCE
RISK RETENTION GROUP, INC.**

SCHEDULE 1

COMPENSATION PROVISIONS

COMMISSION PERCENTAGE OF WRITTEN PREMIUM

1. Casualty & Automobile Insurance Lines

In consideration for the services to be performed hereunder by Agency, the Company agrees to pay Agency an amount equal to 10% of the Earned Normal Premium of the Company as collected for all property and casualty insurance premium produced by the Agency.

2. Except as indicated in Section 1 above, in determining the basis of the fee to be paid to the Agency, non-working deposits shall be excluded from the calculation of Earned Normal Premium and such Earned Normal Premium will be calculated prior to any deduction for dividends and/or premium adjustments on retro or loss sensitive products.

3. Unless otherwise stated in the Agreement, the Agency shall bear the reasonable costs of personnel rendering services, costs, expenses, and day to day charges incurred in, or incidental to, the Company's business, including office supplies (e.g. stationary, office forms and invoices); photocopy and other reproduction charges; telephone, telefax, facsimile transmission, charges and expenses of the Agency related to administration.

AGENCY:

A-One Commercial Insurance Risk
Retention Group, Inc.

By: _____
It's Authorized Representative

By: _____
It's Authorized Representative

Date: _____

Date: _____



**A-ONE COMMERCIAL INSURANCE
RISK RETENTION GROUP, INC.**

SCHEDULE 2

DEFINITIONS

1. Casualty Earned Normal Premium. "Casualty Earned Normal Premium" shall be defined as the earned premium derived by the application of applicable discounts, modification factors and the effective rates of the Insurance Service Provider ("ISP").
2. Non-Working Deposits. "Non-working deposits" shall be defined as deposits collected as securitization of an insured's premium obligation that would be converted to a working deposit in the event an insured defaults in payment of a premium obligation.
3. Working Deposits. "Working deposits" shall be defined as premium remitted in advance of the applicable insurance coverage period, or a deposit, which has been converted from a non-working deposit into a working deposit and is treated as part of the Earned Normal Premium collection.

AGENCY:

A-One Commercial Insurance
Risk Retention Group, Inc.

By: _____
It's Authorized Representative

By: _____
It's Authorized Representative

Date: _____

Date: _____



**A-ONE COMMERCIAL INSURANCE
RISK RETENTION GROUP, INC.**

AGENCY PROFILE

Date: _____

Legal Agency Name: _____

Federal ID #: _____ Founding Date: _____

Corporation Sole Proprietorship Partnership

Marketing Manager: _____

Physical Address: _____

City: _____ County: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip: _____

Additional Locations: _____

City: _____ County: _____ State: _____ Zip: _____

Agency Telephone Number: _____

Agency Toll Free Number: _____

Agency Fax Number: _____

E-Mail Address: _____

Agency President (please print) _____

Signature: _____



**A-ONE COMMERCIAL INSURANCE
RISK RETENTION GROUP, INC.**

AGENCY OFFICERS

Agency President: _____

Social Security #: _____ Date of Birth: _____ Years in Business: _____

Yr. Licensed: _____ Expiration: _____ State(s): _____

I hereby certify that my License is current and valid: _____

OTHER OFFICERS

Name: _____ Title: _____

Social Security #: _____ Date of Birth: _____ Years in Business: _____

Yr. Licensed: _____ Expiration: _____ State(s): _____

I hereby certify that my License is current and valid: _____

Name: _____ Title: _____

Social Security #: _____ Date of Birth: _____ Years in Business: _____

Yr. Licensed: _____ Expiration: _____ State(s): _____

I hereby certify that my License is current and valid: _____

Total Agency Annual Volume \$ _____ Loss Ratio _____ %

Do you carry E & O Insurance: Yes _____ No _____

Limits: _____ Carrier: _____

Percentage of Total Agency Book Of Business:

Commercial _____ % Personal _____ % Life & Health _____ %

Other types of coverage written in your agency: _____

Top Companies Actively Represented By Your Agency: _____

Please list any comments or suggestions you may have: _____



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RISK RETENTION GROUP, INC.**

Agent Appointment Form

AGENT TO BE APPOINTED

Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email Address: _____

Social Security #: _____ Date of Birth: _____

Years in Business: _____ Year Licensed: _____ Expiration: _____

State(s) Licensed: _____

Agency Currently Employed with: _____

I hereby certify that my license is current and valid: _____

(Signature required)

ATTACH COPY OF LICENSE HERE

**EACH AGENT TO BE APPOINTED MUST COMPLETE THIS FORM AND
ATTACH A COPY OF THEIR CURRENT STATE LICENSE**